

## CITY OF PRINCE ALBERT

# CITY COUNCIL REGULAR MEETING

## **AGENDA**

# TUESDAY, FEBRUARY 15, 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 January 24, 2022 City Council Meeting Minutes for Approval (MIN 22-3)
- 7. NOTICE OF PROCLAMATIONS
- 7.1 Pink Shirt Day February 23, 2022
- 8. PUBLIC HEARINGS
- 9. DELEGATIONS
- 10. COMMUNICATIONS
- 11. REPORTS OF ADMINISTRATION & COMMITTEES
- 11.1 Metal Disposal Services Contract Extension (RPT 22-49)

- 11.2 Annual Notice to Consumers Report (RPT 22-65)
- 11.3 Crescent Heights Spray Park (RPT 22-62)
- 11.4 Federal & Provincial Funding Application Library Branch (RPT 22-63)
- 11.5 Kinsmen Naming Rights Agreement (RPT 22-67)
- 11.6 CMGC Sponsorship Agreements (RPT 22-68)
- 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)
- 11.8 Capital Financing RFP (RPT 22-57)
- 11.9 2021 Audit Engagement Letters (RPT 22-66)
- 11.10 Secondary Suite Program Application 1122 13th Street West (RPT 22-20)
- 11.11 Signature Developments Subdivision Parcel 2, 2A & 3 (RPT 22-61)
- 11.12 Amendments to Bylaw No. 1 of 2018, The Building Bylaw (RPT 22-71)
- 11.13 Memorandum of Agreement to Conclude Collective Bargaining CUPE 160 & 882 (RPT 22-64)
- 11.14 Obstructive Solicitation Bylaw 3rd Reading (RPT 22-55)
- 11.15 Board & Committee Appointment Vacancies (RPT 22-56)
- 11.15.1 Supplementary Report Committee Appointment Vacancy (RPT 22-79) (PRESENTED AT MEETING)
- 12. UNFINISHED BUSINESS
- 13. MAYOR & COUNCILLORS FORUM
- 14. INQUIRIES
- 15. INQUIRIES RESPONSES
- 15.1 January 24, 2022 City Council Meeting Inquiry Responses (INQ 22-1)

## **16. NOTICE OF MOTION**

## 17. MOTIONS

- 17.1 Motion Councillor Head Replacement of Lead Service Connections (MOT 22-1)
- 17.2 Motion Councillor Kilmer Snow Removal and Road Conditions (MOT 22-2)

## 18. PUBLIC FORUM

## 19. ADJOURNMENT



**MIN 22-3** 

## **MOTION:**

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

## **ATTACHMENTS:**

1. Minutes



## **CITY OF PRINCE ALBERT**

# CITY COUNCIL REGULAR MEETING

## **MINUTES**

# MONDAY, JANUARY 24, 2022, 5:05 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 Ogrodnick Councillor Blake Edwards Councillor Dawn Kilmer Councillor Ted Zurakowski

Sherry Person, City Clerk

Jim Toye, City Manager (Attended via video conferencing) Kris Olsen, Fire Chief (Attended via video conferencing)

Wes Hicks, Director of Public Works (Attended via video conferencing)

Mitchell J. Holash, Q.C., City Solicitor (Attended via video conferencing)

Jody Boulet, Director of Community Services Terri Mercier, Corporate Legislative Manager

Cheryl Tkachuk, Director of Financial Services (Attended via video conferencing)

Kiley Bear, Acting Director of Corporate Services (Attended via video conferencing)

Craig Guidinger, Director of Planning and Development Services (Attended via video conferencing)

## 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

0001. Moved by: Councillor Head

Seconded by: Councillor Ogrodnick

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

**CARRIED** 

## 4. DECLARATION OF CONFLICT OF INTEREST

## 5. ADOPTION OF MINUTES

0002. **Moved by:** Councillor Miller **Seconded by:** Councillor Kilmer

That the Minutes of the Council Regular Meeting held December 13, 2021 and Special Meeting held December 15, 2021 be taken as read and adopted.

**CARRIED** 

## 6. NOTICE OF PROCLAMATIONS

6.1 Wear Red Canada Day – February 13, 2022

## 7. PRESENTATIONS & RECOGNITIONS

## 8. PUBLIC HEARINGS

- 8.1 Bylaw No. 24 of 2021 Rezoning 585 19<sup>th</sup> Street East from R3 Medium Density Residential to CMU Commercial Mixed Use (RPT 21-581)
- Mayor G. Dionne declared the Hearing open.
- Mayor G. Dionne declared the Hearing closed.

0003. **Moved by:** Councillor Head **Seconded by:** Councillor Miller

That Bylaw No. 24 of 2021 be given 2<sup>nd</sup> and 3<sup>rd</sup> readings.

#### **CARRIED UNANIMOUSLY**

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

That Bylaw No. 24 of 2021 be read a second time.

**CARRIED** 

0005. **Moved by:** Councillor Head **Seconded by:** Councillor Miller

That Bylaw No. 24 of 2021 be read a third time and passed; and, that Bylaw No. 24 of 2021 be now adopted, sealed and signed by the Mayor and City Clerk.

CARRIED

- 8.2 Bylaw No. 26 of 2021 Rezoning 1460 7<sup>th</sup> Street East from CMU Commercial Mixed Use to R4 High Density Residential (RPT 21-582)
- Mayor G. Dionne declared the Hearing open.
- Mayor G. Dionne declared the Hearing closed.

0006. **Moved by:** Councillor Cody **Seconded by:** Councillor Kilmer

That Bylaw No. 26 of 2021 be given 2<sup>nd</sup> and 3<sup>rd</sup> readings.

0007. **Moved by:** Councillor Cody **Seconded by:** Councillor Kilmer

That Bylaw No. 26 of 2021 be read a second time.

**CARRIED** 

0008. **Moved by:** Councilor Cody **Seconded by:** Councillor Kilmer

That Bylaw No. 26 of 2021 be read a third time and passed; and, that Bylaw No. 26 of 2021 be now adopted, sealed and signed by the Mayor and City Clerk.

**CARRIED** 

## 9. DELEGATIONS

## 10. COMMUNICATIONS

## 11. REPORTS OF ADMINISTRATION & COMMITTEES

- 11.10 License Agreement for the use of Municipal Reserve Land 1780 Blackwood Drive (RPT 21-584)
- 11.10.1 Leasing Municipal Reserve Land 1780 Blackwood Drive (CORR 22-10)

0009. **Moved by:** Councillor Cody **Seconded by:** Councillor Head

- 1. That the License Agreement between The City and Dennis Teichroeb and Cindy Teichroeb, for the use of a portion of Municipal Reserve land located adjacent to 1780 Blackwood Drive, legally described as MR5, Plan No. 89PA10958, Extension 1, as shown on the attached Schedule "A" to RPT 21-584, be approved, subject to the following:
  - a. That the term of the License Agreement be for three (3) years, starting on February 1, 2022; and,
  - b. That the annual Lease Rate be \$250, plus Goods and Services Tax; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

- 11.1 Development Permit Application Personal Service Establishment 305 38<sup>th</sup> Street East (RPT 22-25)
- 0010. **Moved by:** Councillor Kilmer **Seconded by:** Councillor Head

That the Development Permit Application for a Personal Service Establishment to be located at 305 – 38<sup>th</sup> Street East, legally described as Lot 8, Block D, Plan No. 80PA11701, Extension 0, be approved.

**CARRIED** 

- 11.2 Development Permit Application Shelter 107 8<sup>th</sup> Street East (RPT 22-27)
- 0011. Moved by: Councillor Head

Seconded by: Councillor Zurakowski

That the Development Permit Application for a Shelter to be located at 107 – 8<sup>th</sup> Street East, legally described at Lots 17 and 18, Block C, Plan No. D3848, be approved until April 30, 2022.

#### **CARRIED UNANIMOUSLY**

- 11.3 Renewal of the Agreement with the Saskatchewan Association for Resource Recovery Corporation (RPT 21-588)
- 0012. **Moved by:** Councillor Cody **Seconded by:** Councillor Kilmer
  - 1. That the Renewal Agreement between The City and the Saskatchewan Association for Resource Recovery Corporation for the operation of an EcoCentre to collect used motor oil, oil filters, antifreeze and containers, be renewed for a five (5) year term from January 1, 2022 to December 26, 2026; and,
  - 2. That the Mayor and City Clerk be authorized to execute the Renewal Agreement on behalf of The City, once prepared.

11.4 Water Treatment Plant – PLC & SCADA Upgrades (RPT 22-17)

0013. Moved by: Councillor Kilmer

Seconded by: Councillor Ogrodnick

- 1. That the Firm Quotation from Delco Automation for the Upgrades to the Programmable Logic Controls and Supervisory Control and Data Acquisition at the Water Treatment Plant in the amount of \$387,866.75, including taxes, be approved; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement and any other necessary documents on behalf of The City, once prepared.

CARRIED

11.5 Prince Albert Airport – Airfield Electrical Rehabilitation (RPT 22-31)

0014. **Moved by:** Councillor Ogrodnick **Seconded by:** Councillor Edwards

- 1. That the Prince Albert Airport Airfield Electrical Project be approved for a total cost of \$3,059,663.96, including Provincial Sales Taxes;
- 2. That the Prince Albert Airport Airfield Electrical Rehabilitation Tender be awarded to Signal Electric for \$2,524,349.96, including Provincial Sales Tax; and,
- 3. That the Mayor and City Clerk be authorized to execute the Agreement and any other applicable documents on behalf of The City, once prepared.

CARRIED

11.6 2021 Recreation Facility Grant Program – 2<sup>nd</sup> Intake (RPT 22-22)

0015. **Moved by:** Councillor Head

Seconded by: Councillor Ogrodnick

That the following be approved under the 2<sup>nd</sup> intake of the 2021 Recreation Facility Grant Program and funded from the Community Services Building Reserve:

- 1. East End Community Club receive \$3,885.98 for the removal and installation of the North Entry Door along with Maintenance on the Ice Plant, Electrical and other Minor Maintenance in the in rink;
- 2. Midtown Community Club receive \$5,000 for repair to the Boiler System; and.

3. Hazeldell Community Club receive \$4,451 for upgrades to the lighting system and changing to LED lighting on the Outdoor Rink.

**CARRIED** 

- 11.7 2023 Community Grant Program Application to Saskatchewan Lotteries (RPT 22-5)
- 0016. **Moved by:** Councillor Zurakowski **Seconded by:** Councillor Ogrodnick
  - 1. That The City submit an Application Form for Funds through the Saskatchewan Lotteries Community Grant Program for Sports, Culture and Recreation; and,
  - 2. That the Mayor and City Clerk be authorized to execute the 2023 Application Form and any other required documentation on behalf of The City.

**CARRIED** 

- 11.8 Bylaw No. 3 of 2022 Amendment to Bylaw No. 22 of 2021 (RPT 22-4)
- 0017. **Moved by:** Councillor Edwards **Seconded by:** Councillor Head

That Bylaw No. 3 of 2022 be introduced and given three (3) readings.

CARRIED UNANIMOUSLY

0018. **Moved by:** Councillor Edwards **Seconded by:** Councillor Head

That Bylaw No. 3 of 2022 be introduced and read a first time.

**CARRIED UNANIMOUSLY** 

0019. **Moved by:** Councillor Edwards **Seconded by:** Councillor Head

That Bylaw No. 3 of 2022 be read a second time.

0020. **Moved by:** Councillor Edwards **Seconded by:** Councillor Head

That leave be granted to read Bylaw No. 3 of 2022 a third time.

#### **CARRIED UNANIMOUSLY**

0021. **Moved by:** Councillor Edwards **Seconded by:** Councillor Head

That Bylaw No. 3 of 2022 be read a third time and passed; and, that Bylaw No. 3 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

**CARRIED** 

11.9 City Auction Policy (#96) (RPT 22-9)

0022. **Moved by:** Councillor Miller **Seconded by:** Councillor Head

That the City Auction Policy No. 96, as attached to RPT 22-9, be rescinded.

**CARRIED** 

11.11 Tax Title Lands – Disposal of 551 – 6<sup>th</sup> Street East and 56 – 18<sup>th</sup> Street West (RPT 22-11)

0023. **Moved by:** Councillor Kilmer **Seconded by:** Councillor Edwards

- 1. That the following Tax Title Lands be offered for public tender:
  - a. 551 6<sup>th</sup> Street East, legally described as Lot 39, Block 6, Plan No. B400, Extension 0; and,
  - b. 56 18<sup>th</sup> Street West, legally described as Lot 38, Block 8, Plan No. E, Extension 0; and,
- 2. That upon completion of the public notice and bid process, Administration forward a report to City Council for consideration with a recommendation regarding the results of the bid process and next steps.

11.12 Housing Reserve Programs (RPT 22-21)

0024. **Moved by:** Councillor Kilmer **Seconded by:** Councillor Miller

- 1. That the First Time Home Buyer Program, as attached to RPT 22-21, and identified as the Down Payment Assistance Program Application and Attachments, funded from the Housing Reserve, be approved subject to finalization by Administration; and,
- 2. That Administration proceed with preparing the Residential Renovation Program for consideration at an upcoming Planning Advisory Committee and Executive Committee meeting.

**CARRIED** 

11.13 RCMP Temporary Lease – 188 Veteran's Way – Prince Albert Airport (Glass Field) (RPT 22-24)

0025. **Moved by:** Councillor Kilmer **Seconded by:** Councillor Cody

- 1. That the Lease Agreement between The City and the Royal Canadian Mounted Police for the temporary use of a Portion of Lot 9, Block 103, Plan No. 79PA07887, as shown on the Location Plan, attached to RPT 22-24, be approved, subject to the following:
  - a. That the Development Permit and Building Permit for the temporary Office be approved;
  - b. That the term of the Lease Agreement be for four (4) years, starting February 1, 2022; and,
  - c. That the Annual Fee be \$2,595.45; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement and any other necessary documentation on behalf of The City, once prepared.

11.14 Obstructive Solicitation Bylaw Approval (RPT 22-28)

0026. **Moved by:** Councillor Edwards **Seconded by:** Councillor Cody

That Bylaw No. 4 of 2022 be introduced and given three (3) readings.

**CARRIED** 

0027. **Moved by:** Councillor Edwards **Seconded by:** Councillor Cody

That Bylaw No. 4 of 2022 be introduced and read a first time.

**CARRIED** 

0028. **Moved by:** Councillor Edwards **Seconded by:** Councillor Cody

That Bylaw No. 4 of 2022 be read a second time.

Councillor T. Zurakowski requested a Recorded Vote.

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

Mayor Dionne

Against: Councillors: Miller, Lennox-Zepp and Head

CARRIED (6 to 3)

0029. **Moved by:** Councillor Edwards **Seconded by:** Councillor Cody

That leave be granted to read Bylaw No. 4 of 2022 a third time.

**MOTION DEFEATED** 

11.15 Bylaw No. 15 of 2021 – The Fire Services Bylaw – 3<sup>rd</sup> Reading (RPT 21-579)

0030. **Moved by:** Councillor Miller **Seconded by:** Councillor Cody

1. That Bylaw No. 15 of 2021 be amended as follows:

That Section 36(c) be deleted in its entirety and replaced with the following:

No person shall discharge Low-Hazard fireworks, or ignite sky lanterns or any variant at any time, except on private property with the owner's consent on December 31 – January 1 or July 1 each year, at any other location within the municipal boundaries of the City of Prince Albert; and,

2. That Bylaw No. 15 of 2021, as amended, be given third and final reading.

**CARRIED** 

0031. Moved by: Councillor Miller

Seconded by: Councillor Edwards

That Administration bring forward the proper wording to amend the Fire Services Bylaw to allow for fireworks on New Year's Eve and Canada Day.

**CARRIED** 

The meeting recessed at 7:34 p.m.

The meeting reconvened at 7:41 p.m.

11.16 Procedure Bylaw No. 23 of 2021 – 3<sup>rd</sup> Reading (RPT 21-580)

0032. **Moved by:** Councillor Zurakowski **Seconded by:** Councillor Cody

That Bylaw No. 23 of 2021 be given third and final reading.

CARRIED

0033. **Moved by:** Councillor Zurakowski **Seconded by:** Councillor Cody

That Bylaw No. 23 of 2021 be read a third time and passed; and, that Bylaw No. 23 of 2021 be now adopted, sealed and signed by the Mayor and City Clerk.

11.17 2021 City Council and Executive Committee Record of Attendance (RPT 21-587)

0034. **Moved by:** Councillor Miller **Seconded by:** Councillor Kilmer

That RPT 21-587 be received as information and filed.

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

#### CARRIED UNANIMOUSLY

11.18 2022 Saskatchewan Urban Municipalities Association Convention Resolutions (RPT 22-18)

0035. **Moved by:** Councillor Kilmer **Seconded by:** Councillor Miller

That the following Resolutions, as attached to RPT 22-18, be forwarded to the Saskatchewan Urban Municipalities Association's Resolution Committee for consideration at the 2022 Convention being held on April 3 to 6, 2022:

- 1. Changes to Revaluation Cycle for Cities;
- Timelines for Amendments to the Local Government Election Act;
- 3. Endorse Municipal Election Date for Cities to May of 2025;
- 4. Clean Up of Abandoned Hydro-Carbon Sites;
- 5. Addictions & Homelessness;
- 6. Removal of Administrative Fee on Funding Grants; and,
- 7. Additional Administrative Fee for Assessment Appeals.

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

#### **CARRIED UNANIMOUSLY**

11.19 Aquatic and Arenas Recreation Project – Parking Lot (RPT 22-32)

0036. Moved by: Councillor Kilmer

Seconded by: Councillor Edwards

That the Parking Lot Design Concept Option No. 2, which includes 3.0 meter (10 feet) wide parking stalls for the Aquatic and Arenas Recreation Centre, as identified in RPT AARP-SC 2021-8, be approved.

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

#### **CARRIED UNANIMOUSLY**

11.20 Aquatic and Arenas Recreation Project – Handicap Parking Options (RPT 22-33)

0037. **Moved by:** Councillor Zurakowski **Seconded by:** Councillor Kilmer

That the Handicap Parking Lot Design Concept Option No. 3, which includes a total of thirty (30) handicap parking stalls, nine (9) at the Aquatic and Arenas Recreation Centre and twenty-one (21) handicap parking stalls at the Event Centre, as identified in RPT AARP-SC 2021-7, be approved.

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

#### CARRIED UNANIMOUSLY

11.21 Aquatic and Arenas Recreation Project – Aquatic Competition Pool Access (RPT 22-34)

0038. **Moved by:** Councillor Kilmer **Seconded by:** Councillor Cody

That the Competition Pool Access with the design concept of stairs and a lift davit to meeting the accessibility specifications code, represented as Option 2, as identified in RPT AARP-SC 2021-9, be approved.

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

#### CARRIED UNANIMOUSLY

- 11.22 Prince Albert Recreation Centre Approval to Proceed to Tender and Pre-Qualifications of General Contractors (RPT 22-37)
- 0039. **Moved by:** Councillor Kilmer **Seconded by:** Councillor Edwards
  - 1. That the 75% Detailed Design Presentation of the new Aquatic and Arenas Recreation Centre, as attached to RPT AARP-SC 2022-02 and illustrated as Prince Albert Recreation Centre, be approved;
  - 2. That the Architects proceed to Tender ready Drawings and Specifications; and,
  - 3. That the Project Team proceed with Pre-Qualifications of General Contractors for the new Aquatic and Arenas Recreation Centre, illustrated as the Prince Albert Recreation Centre.

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

Against: Councillor Miller

CARRIED (8 to 1)

11.23 Prince Albert Event Centre – Schematic Design Presentation (RPT 22-38)

0040. **Moved by:** Councillor Edwards **Seconded by:** Councillor Kilmer

- 1. That the Schematic Design Presentation of the Prince Albert Event Centre, as attached to RPT AARP-SC 2022-01, be approved; and,
- 2. That the Architects be approved to proceed to Detailed Design of the Prince Albert Event Centre.

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

Mayor Dionne

Against: Councillors: Head, Lennox-Zepp and Miller

CARRIED (6 to 3)

11.24 Action Items from City Council, Executive Committee and Budget Committee (RPT 22-23)

# 0041. **Moved by:** Councillor Edwards **Seconded by:** Councillor Cody

That the Action Items be updated as indicated in the Open Items document, as attached to RPT 21-549.

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

#### **CARRIED UNANIMOUSLY**

## 12. UNFINISHED BUSINESS

## 13. MAYOR & COUNCILLORS FORUM

## 14. INQUIRIES

14.1 Councillor Miller – Tickets Handed Out

How many tickets have issued with respect to the City's Spitting, Urination and Defecation Prohibiting Bylaw No. 36 of 2020 and the City's Alley Access Bylaw No. 8 of 2020.

14.2 Councillor Miller – Snow Removal Infrastructure

How much money was used for Snow Removal and Infrastructure from the Base Tax each year from 2018 to 2021.

## 15. INQUIRY RESPONSES

## 16. NOTICE OF MOTION

16.1 Councillor Head – Replacement of Lead Service Connections

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

16.2 Councillor Kilmer – Snow Removal and Road Conditions

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,
- 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.

## 17. MOTIONS

17.1 Motion – Councillor Head – Contribute Funding to our Day Shelter/Moose Lodge (MOT 21-22)

0042. **Moved by:** Councillor Head **Seconded by:** Councillor Miller

That The City contribute \$10,000 in funding to assist in the operations of Prince Albert's Day Shelter/Moose Lodge which is ran by the Prince Albert Grand Council Urban Services.

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

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

Mayor Dionne

**MOTION DEFEATED (6 to 3)** 

## 18. PUBLIC FORUM

## 19. ADJOURNMENT - 8:58 P.M.

0043. Moved by: Councillor Kilmer

Seconded by: Councillor Zurakowski

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 15<sup>TH</sup> DAY OF FEBRUARY, A.D. 2022.



#### **RPT 22-49**

TITLE: Metal Disposal Services - Contract Extension

**DATE:** January 27, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

- 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.

### **TOPIC & PURPOSE:**

The purpose of this report is to seek Council approval to extend The City's Metal Disposal Service agreement with Inland Steel Products Ltd. (Inland Steel) and accept the second one (1) year extension option identified in the original agreement.

#### **BACKGROUND:**

January 28, 2019, City Council awarded tender # 72/18 to Inland Steel for a two (2) year term commencing February 1, 2019 and ending January 31, 2021, with an option of two (2) one (1) year extensions.

This service includes scrap metal bins at city facilities and cleanup at the landfill of bulk metal as required. The bid offered by Inland Steel was significantly higher than the others and results in an increase of approximately \$10,000 in annual revenue.

RPT 22-49 Page **2** of **2** 

#### PROPOSED APPROACH AND RATIONALE:

Inland Steel has been providing The City with exceptional service. All departments have been pleased with the company's performance and they have been easy to deal with. The market prices paid for scrap metal, declined in 2020 then rebounded in 2021 but are expected to level out or decrease in 2022 along with steel prices generally.

Inland Steel has agreed to hold the original bid price for the one (1) year extension. It is not expected that the City would benefit by retendering, as such the second one (1) year extension is recommended.

#### **CONSULTATIONS:**

N/A

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once approved, Inland Steel will be notified and The City will sign an extension agreement.

City staff will be notified that the agreement was extended until January 31, 2023 with no changes to the current process.

#### FINANCIAL IMPLICATIONS:

The agreement with Inland Steel Products Ltd. provides the City with an estimated \$60,000 of revenue annually.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy or privacy implications, alternative options or Official Community Plan considerations.

#### STRATEGIC PLAN:

The recommendation supports the strategic goals of "Fiscal Management and Accountability" and "Sustainable Growth".

#### **PUBLIC NOTICE:**

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

Written by: Todd Olexson, Sanitation Manager

Approved by: Director of Public Works & City Manager



#### **RPT 22-65**

TITLE: Annual Notice to Consumers Report

DATE: February 3, 2022

**TO:** City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

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

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

The purpose of this report is to request formal approval of the Annual Notice to Consumers Report for the period of January 1, 2021 to December 31, 2021.

#### **BACKGROUND:**

The City of Prince Albert's 2020 Annual Notice to Consumers Report was approved by motion number 0058 at the February 22, 2021 City Council Regular Meeting.

#### **REPORT:**

The Compilation of an Annual Notice to Consumers report is a condition of the City of Prince Albert's Permit to Operate a Waterworks section 5.7. This report is to be formally approved by the Permittee (City of Prince Albert), made available to the consumers of the water system and be submitted to the Water Security Agency within 30 days of approval.

The attached report summarizes the quality of water produced and compliance to the sample submission requirements outlined within the Permit to Operate a Waterworks.

The City of Prince Albert Water Treatment facility supplied a reliable, high quality potable water throughout the year meeting or surpassing all regulatory requirements. 99.6% compliance was achieved to the sampling and monitoring program outlined in the Permit to Operate a

RPT 22-65 Page **2** of **3** 

Waterworks.

The following are some of the key items included in the report.

- Bacteriological sampling
- Chlorine monitoring
- Turbidity monitoring
- Water quality monitoring

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

Failure to approve the 2021 Annual Notice to Consumers Report will result in The City of Prince Albert being non-compliant to section 42 of The Waterworks and Sewage Works Regulations.

#### **COMMUNICATION PLAN:**

- 1. Following formal approval, the Annual Notice to Consumers report is to be published on the City of Prince Albert's website and a media release will be issued indicating the 2021 Annual Notice to Consumers report is available for viewing.
- 2. The water department will include a message on each utility bill that the report is available for viewing.
- 3. Upon completion of the above steps, a cover letter and the 2021 Annual Notice to Consumers report will be submitted to The Water Security Agency to achieve compliance to section 42 of The Waterworks and Sewage Works Regulations.

### STRATEGIC PLAN:

This report supports the Core value of being Accountable and Transparent in providing accessible, timely and accurate information to the consumers on the quality of the potable water provided.

#### OFFICIAL COMMUNITY PLAN:

This report supports section 8.2 of the Official Community Plan by providing the City of Prince Albert residents, businesses and industries information on the quality of water they are provided.

## OTHER CONSIDERATIONS/IMPLICATIONS:

There is no justification for In-camera, Public and/or Stakeholder Involvement, Policy Implications, Financial Implications, Privacy Implications

RPT 22-65 Page **3** of **3** 

## **PUBLIC NOTICE:**

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

PRESENTATION: NONE

## **ATTACHMENTS:**

2021 Annual Notice to Consumers Report

Written by: Andy Busse, Water Treatment Plant Manager

Approved by: Director of Public Works & City Manager





# City of Prince Albert Drinking Water Quality and Compliance

The Water Security Agency and Ministry of Environment requires that at least once each year waterworks owners provide notification to consumers of the quality of water produced and supplied as well as information on the performance of the waterworks in submitting samples as required by a Minister's Order or Permit to Operate a Waterworks. The following is a summary of the City of Prince Albert's water quality and sample submission compliance record from January 1, 2021 to December 31, 2021. This report was completed on February 3, 2022. Readers should refer to the Saskatchewan Water Security Agency's Municipal Drinking Water Quality Monitoring Guidelines, June 2015, EPB 502 for more information on minimum sample submission requirements. Permit requirements for a specific waterworks may require more sampling than outlined in the department's monitoring guidelines. If consumers need more information on the nature and significance of specific water tests, for example, "what is the significance of selenium in a water supply", more detailed information is available from: <a href="http://www.hc-sc.gc.ca/ewh-semt/pubs/water-eau/index\_e.html">http://www.hc-sc.gc.ca/ewh-semt/pubs/water-eau/index\_e.html</a>.

#### **Water Quality Standards**

#### **Bacteriological Quality**

Parameter/Location	Limit	Regular Samples Required	Regular Samples Submitted	# of Positive Regular Submitted (Percentage)
Total Coliform	0 organisms/100 mL	572	570	0 samples tested positive for total coliforms
E. coli	0 organisms/100 ml			= 99.6 % compliance.
Background Bacteria	Less than 200 organisms/100 ml			·

The owner/operator is responsible to ensure that one hundred percent of all bacteriological samples are submitted as required. Generally, analysis is performed on a single sample for all parameters mentioned above. All waterworks are required to submit samples for bacteriological water quality; the frequency of monitoring depends on the population served by the waterworks. The City of Prince Albert is required to submit eleven (11) bacteriological samples per week for analysis.

## Water Disinfection - Chlorine Residual for Test Results Submitted with Bacteriological Samples

Parameter	Minimum	Free Chlorine	Total Chlorine	# Tests	# Tests	# Adequate
	Limit (mg/L)	Residual Range	Residual Range	Required	Submitted	Chlorine (%)
Chlorine Residual in Distribution System	0.1 mg/L free OR 0.5 mg/L total	0.10 mg/l to 1.95 mg/l	0.40 mg/l to 2.03 mg/	Í 572	570	(100%)

A minimum of 0.1 milligrams per litre (mg/L) free chlorine residual <u>OR</u> 0.5 mg/L total chlorine residual is required at all times throughout the distribution system unless otherwise approved. A proper chlorine submission is defined as a bacteriological sample submission form with both the free and total chlorine residual fields filled out. Adequate chlorine is a result that indicates that the chlorine level is above the regulated minimums. Adequate chlorine may be counted even if the chlorine results were submitted incorrectly. A waterworks is required to submit chlorine residual test results on every bacteriological sample they submit.

### Water Disinfection - Free Chlorine Residual of the water leaving the River Street Reservoir - From Water Treatment Plant Records

Parameter	Limit	Test Level	# Tests	# Tests Not Meeting
	(mg/L)	Range	Performed	Requirements
Free Chlorine Residual	0.10	0.66 mg/l to 1.80 mg/l	Continuous on line monitoring	0

A minimum of 0.1 milligrams per litre (mg/L) free chlorine residual is required for water leaving the River Street Reservoir before the next chlorine injection point. Potable water is monitored continuously for free chlorine residual and tests are normally performed on a daily basis by the waterworks operators and are recorded into the operation records. This data includes the number of free chlorine residual tests performed, the overall range of free chlorine residual (highest and lowest recorded values) and the number of tests and percentage of results not meeting the minimum requirement of 0.1 mg/L free chlorine residual.

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Parameter	Limit (NTU)	Test Level Range	# Tests Not Meeting Requirements	Maximum Turbidity (NTU)	# Tests Required
Filter A Turbidity	1.0	0.014 - 0.30	0	0.30	Continuous Monitoring & grab sample comparisons
Filter B Turbidity	1.0	0.012 - 0.30	0	0.30	Continuous Monitoring & grab sample comparisons
Filter C Turbidity	1.0	0.020 - 0.30	0	0.30	Continuous Monitoring & grab sample comparisons
Filter D Turbidity	1.0	0.002 - 0.30	0	0.30	Continuous Monitoring & grab sample comparisons
Filter E Turbidity	1.0	0.008 - 0.30	0	0.30	Continuous Monitoring & grab sample comparisons
Filter F Turbidity	1.0	0.010 - 0.30	0	0.30	Continuous Monitoring & grab sample comparisons
Filter G Turbidity	1.0	0.010 - 0.30	0	0.30	Continuous Monitoring & grab sample comparisons
Filter H Turbidity	1.0	0.010 - 0.30	0	0.30	Continuous Monitoring & grab sample comparisons
Water entering the Distribution	5.0	0.06 – 0.97	0	0.97	Continuous Monitoring & grab sample comparisons

Turbidity is a measure of water treatment efficiency. Turbidity measures the "clarity" of the drinking water and is generally reported in Nephelometric Turbidity Units (NTU). All waterworks are required to monitor turbidity at the water treatment plant. The frequency of measurement varies from daily for small systems to continuous for larger waterworks. The City of Prince Albert is required to continuously monitor the filter effluent from each filter.

"<" means less than

Chemical -	<b>Health Category</b>		Feb 2, 2021	May 4, 2021	July 13, 2021	Nov 18, 2021			
	Limit	Limit	Sample	Sample	Sample	Sample	<b>Samples Exceeding</b>	# Samples	# Samples
Parameter	MAC (mg/L)	IMAC (mg/L)	Results (mg/l)	Results (mg/l)	Results (mg/l	) Results (mg/l)	MAC/IMAC	Required	Submitted
Aluminum			0.029	0.0390	0.0988	0.0214	0	2 per year	4
Antimony	0.006		< 0.00010	0.00011	0.00023	< 0.00010	0	2 per year	4
Arsenic	0.010		0.00011	0.00017	0.00019	0.00013	0	2 per year	4
Barium	2.0		0.0609	0.0516	0.0563	0.0491	0	2 per year	4
Beryllium	no current stand	ard	< 0.00020	< 0.00020	< 0.00020	< 0.00020	0	0 per year	4
Boron		5.0	0.026	0.032	0.028	0.022	0	2 per year	4
Cadmium	0.007		0.0000102	0.0000080	0.0000064	0.000062	0	2 per year	4
Chromium	0.05		< 0.00050	< 0.00050	< 0.00050	< 0.00050	0	2 per year	4
Cobalt	no current stand	ard	< 0.00010	< 0.00010	< 0.00010	<0.00010	0	0 per year	4
Copper	2 mg/l		0.00132	0.00172	0.00140	0.00107	0	2 per year	4
Fluoride (avg	g.*) 1.5 mg/l		Max result 1.0	)2 mg/l; Average	for Year 0.60 m	ng/l	0	417	768
Iron /	Aesthetic objective	0.3 mg/l	<0.010	< 0.010	<0.010	<0.010	0	2 per year	4
Lead	0.005		< 0.000050	<0.000050	<0.000050	<0.000050	0	2 per year	4
Manganese	0.05 mg/l		0.00246	0.00156	0.00422	0.00522	0	2 per year	4
Molybdenum	n no current stand	lard	0.00979	0.00103	0.00114	0.00104	0	0 per year	4
Nickel	no current stand	lard	0.00076	0.00080	0.00084	0.00081	0	0 per year	4
Nitrate-N	10		0.575	< 0.020	<0.020	0.380	0	0 per year	4
Nitrite-N	1.0		<0.010	<0.010	<0.010	<0.010	0	0 per year	4
Selenium	0.05		0.000190	0.000232	0.000297	0.000194	0	2 per year	4
Silver	no current stand	dard	< 0.000010	< 0.000010	< 0.000010	< 0.000010	0	2 per year	4
Thallium	no current stand	dard	< 0.000010	<0.000010	< 0.000010	< 0.000010	0	0 per year	4
Uranium	0.02		0.000399	0.000153	0.000071	0.000160	0	2 per year	4
Zinc	Aesthetic objective	e 5 mg/l	< 0.0030	< 0.0030	< 0.0030	< 0.0030	0	2 per year	4

Substances within the chemical health category may be naturally occurring in drinking water sources or may be the result of human activities. These substances may represent a long-term health risk if the Maximum Acceptable Concentration (MAC) or Interim Maximum Acceptable Concentration (IMAC) is exceeded. All drinking water supplies are required to monitor for substances in the "Chemical-Health" category, the frequency of monitoring depends on the population served by the waterworks. Some waterworks add fluoride to drinking water as a means to aid in the prevention of dental decay.

#### Chemical - Cyanide and Mercury

Parameter	Limit MAC (mg/L)	May 4, 2021 Sample Results	October 14, 2021 Sample Results	# Samples Exceeding MAC	# Samples Required	# Samples Submitted
Cyanide	0.2	<0.005	<0.005	0	2 per year	2
Mercury	0.001	< 0.000005	<0.00005	0	2 per year	2

"<" means less than

Mercury enters water supplies naturally and as a result of human activities. Cyanide can enter source waters as a result of industrial effluent or spill events. These substances may represent a long-term health risk if the Maximum Acceptable Concentration (MAC) is exceeded. Mandatory sampling requirements depend on the population served by the waterworks.

<sup>\*</sup> Results expressed as average values for communities or waterworks which fluoridate drinking water supplies or those with elevated concentrations of fluoride or nitrates.

Chemical - Trihalomethanes & Haloacetic Acids - Samples submitted February 2, April 12, August 18 & December 8, 2021

Parameter	Limit (mg/L)	Sample Result (average)	# Samples Required	# Samples Submitted	
Trihalomethanes	0.100	0.031	8 (two every 3 months)	8	
Haloacetic Acids	0.080	0.019	8 (two every 3 months)	8	

Trihalomethanes and Haloacetic Acids are generated during the water disinfection process, a by-product of reactions between chlorine and organic material. Trihalomethanes are generally found only in drinking water obtained from surface water supplies. Trihalomethanes and Haloacetic Acids are to be monitored on a quarterly basis and the Maximum Acceptable Concentration is expressed as an average of 4 quarterly samples. Only water supplies derived from surface water or groundwater under the influence of surface water are required to monitor Trihalomethane and Haloacetic Acids unless otherwise specified in the waterworks permit to operate.

"<" means less than

. . . . .

General Chemical	(February 2			
	Aesthetic	Sample	# Samples	# Samples
Parameter	Objectives* (mg/L)	Results (average mg	g/l) Required	Submitted
T – Alkalinity (as CaCO3	3) 500	134	4 per year	4
Bicarbonate	No Objective	164	4 per year	4
Dissolved Calcium	No Objective	48.9	4 per year	4
Carbonate	No Objective	<1.0	4 per year	4
Chloride	250	22.4	4 per year	4
Conductivity	No Objective	458 uS/cm	4 per year	4
Hardness mg CaCO3/L	800	195	4 per year	4
Dissolved Magnesium	200	17.6	4 per year	4
Dissolved Potassium	No Objective	2.4	Supplementary Sampling	4
PH	No Objective	7.75	4 per year	4
Dissolved Sodium	300	17.3	4 per year	4
Sulphate	500	68.9	4 per year	4
Total dissolved solids	1500	262	4 per year	4

All waterworks serving more than 5000 persons are required to submit water samples for the General Chemical category as per their permit to operate. The General Chemical category includes analysis for alkalinity, bicarbonate, calcium, carbonate, chloride, conductivity, hardness (as CaCO<sub>3</sub>), magnesium, sodium, sulphate and total dissolved solids. The last sets of quarterly samples for General Chemical analysis were required to be submitted (Jan-March, April-June, July-September, October-December of 2021). Sample results indicated that there were no exceedances of the provincial aesthetic objectives for the General Chemical category.

<sup>\*</sup>Objectives apply to certain characteristics of or substances found in water for human consumptive or hygienic use. The presence of these substances will affect the acceptance of water by consumers and/or interfere with the practice of supplying good quality water. Compliance with drinking water aesthetic objectives is not mandatory as these objectives are in the range where they do not constitute a health hazards. The aesthetic objectives for several parameters (including hardness as CaCO<sub>3</sub>, magnesium, sodium and total dissolved solids) consider regional differences in drinking water sources and quality

## Cryptosporidium & Giardia - For Raw Untreated River Water

Yearly Sampling requirements depend on permit specific requirements. The Raw river water sampling outlined in the City of Prince Alberts Permit to Operate a Waterworks, was conducted April 26 & October 14, 2021.

## Microcystin-LR and/or Total Microcystin Toxins

Parameter	Limit MAC (mg/l)	June 2 Sample Results	July 13 Sample Results	August 4 Sample Results	September 28 Sample Results	October 14 Sample Results	# Samples Exceeding Limit	# Samples Required	# Samples Submitted
Microcystin	0.0015	<0.00020	<0.00020	<0.00020	< 0.00020	<0.00020	0	(variable)	5
			"<	" means le	ss than				

Sampling requirements depend on permit specific requirements.

Radiological		August 4, 2021				
	Limit	Sample	# Samples	# Samples	# Samples	
Parameter	Becquerels/L	Results	Exceeding Limit	Required	Submitted	
Gross Alpha	0.50	<0.19	0	1 per year	1	
Gross Beta	1.0	<0.10	0	1 per year	1	
	4	'<" moone loce th	han			

Radiological constituents in drinking water may be the result of natural conditions or as a result of human activities. Gross alpha and Gross Beta are initial water quality screening tests used to determine the overall quality of drinking water for a larger set of specific radiological parameters. Further sampling may be required if Gross Alpha or Beta exceedences are found. Sampling requirements depend on permit specific requirements.

#### More information on water quality and sample submission performance may be obtained from:

City of Prince Albert Andy Busse, Water Treatment Plant Manager 1084 Central Avenue Prince Albert, SK. S6V 7P3

Phone: 306-953-4900



#### **RPT 22-62**

TITLE: Crescent Heights Spray Park

DATE: February 3, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

- 1. That the approval for Spray Park Design and Construction with Playgrounds-R-Us and ULS be approved in the amount of \$347,055.25 (applicable taxes included).
- That the Mayor and City Clerk be authorized to execute an agreement with the donor on meeting the Donor's conditions as outlined in this report.

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

The purpose of the report is to update Council and to seek permission to secure equipment and to proceed with the contractor on selecting dates to see the project completed in a timely and professional manner.

#### **BACKGROUND:**

The City has two paddling pools remaining. One is at the Crescent Heights Community Club and the second is at the Hazeldell Community Club. The paddling pools have been operated for many years through the Annual Summer Playground Program. The City previously operated paddling pools at multiple other locations but have now replaced them with new interactive Spray Parks.

The proposed spray park would serve as another positive addition to the recreation amenities and programs provided thru out the City.

The report is provided for consideration during the 2022 Budget deliberations.

RPT 22-62 Page 2 of 4

#### PROPOSED APPROACH AND RATIONALE:

Being able to thoughtfully budget moving forward will allow the Community Services Department to plan for functional, well maintained Spray Park options that offer something for everyone.

Public parks are an important place for formal and informal play. Especially amongst children, play is a foundational method for developing a number of skills that are necessary for later life. Through play, children develop skills that are necessary for later life. Through play, children develop skills associated with socialization, coordination, imagination, and cognition.

If we want to have play environments we are proud of and that offer children, families, users the opportunity to experience play in a fun, unique and safe environment, we believe steps continue to be taken ensuring that these city spaces are around for the long term. By investing in today we will all reap the benefits of that investment tomorrow and years to come.

Further information is available within the attachments and body of this report including a breakdown of the confirmed costs and final renderings of the proposed Crescent Heights Spray Park.

#### **CONSULTATIONS:**

The Department has consulted with the City Solicitor to develop an agreement between the donor and the City.

Upon approval of the project funding the Department would work with Mr. Jenkins to confirm the necessary recognition requirements.

The Department will consult with and reach out to the immediate community on the proposed construction, sharing the information on the spray park and the coming development.

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

The Department will work the Communication Department to provide updates/announcements on the project and plan for a successful opening of the Spray Park upon completion to the community.

#### FINANCIAL IMPLICATIONS:

The Future Infrastructure Reserve was established during the 2011 budget deliberations. The intent of the reserve is to allocate annual funds in support of large Capital projects.

Below is a summary of projected costs for the Crescent Heights Spray Park considered within the 2022 budgeting process.

RPT 22-62 Page **3** of **4** 

## Total budget for project:

\$350,000

## **Partnership**

Mr. Malcom Jenkins has approached the city and has offered his support in development and construction of this Spray Park pledging \$200,000 plus an additional \$30,000 in funding for the project for a total of \$230,000 on condition that the City approve and agree to contributing to the funding and approve and agree to the scope and implementation of the project as outlined.

The funding breakdown would be as follows:

Malcom Jenkins: \$230,000

City of Prince Albert: \$120,000

## **Project Costs (Natural Theme with Large Dumping Bucket):**

- 1. Pad Area (Triangle shape) 71' X 55' 3"
- 2. Total SQFT (Includes 5' Apron) 2,580 SQFT. (1,654 SQFT. Wet Area)
- 3. Domestic ( Drain to Waste) System
- 4. Supply and Freight (Agautix)
- 5. Install (includes excavation, base prep, concrete pad, surfacing and components) Turn Key.
- 6. System Flow Rate 117 GPM
- 7. Infrastructure work

TOTAL PROJECTED COST OF PROJECT REFORE TAXES	\$327 <i>4</i> 10 61

PST \$ 19.644.64

TOTAL \$347,055.25

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy or privacy implications.

#### STRATEGIC PLAN:

The proposed project aligns with the Strategic Goal of serving as an Active & Caring Community within the City's Strategic Plan.

It also supports and aligns with the ability to be accountable and transparent while working to ensure all facets of City operations and projects are sustainable, operating with efficiency, mitigating risk and utilizing transparent and realistic costing.

RPT 22-62 Page **4** of **4** 

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

This report supports the Community Services Master Plan initiatives and addresses the goal of contributing to infrastructure and sustainability efforts through proper planning which can help preserve and maintain the natural and built environments. Our connection to the natural works is important and must be, considered in the delivery of community services.

#### **PUBLIC NOTICE:**

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

#### PRESENTATION:

None

#### **ATTACHMENTS:**

- 1. Concept Plan
- 2. Layout Plan

Written by: Timothy Yeaman, Parks and Open Spaces Manager

Approved by: Director of Community Services and City Manager



952.445.5135 | 877.632.0503 aquatix.playlsi.com





















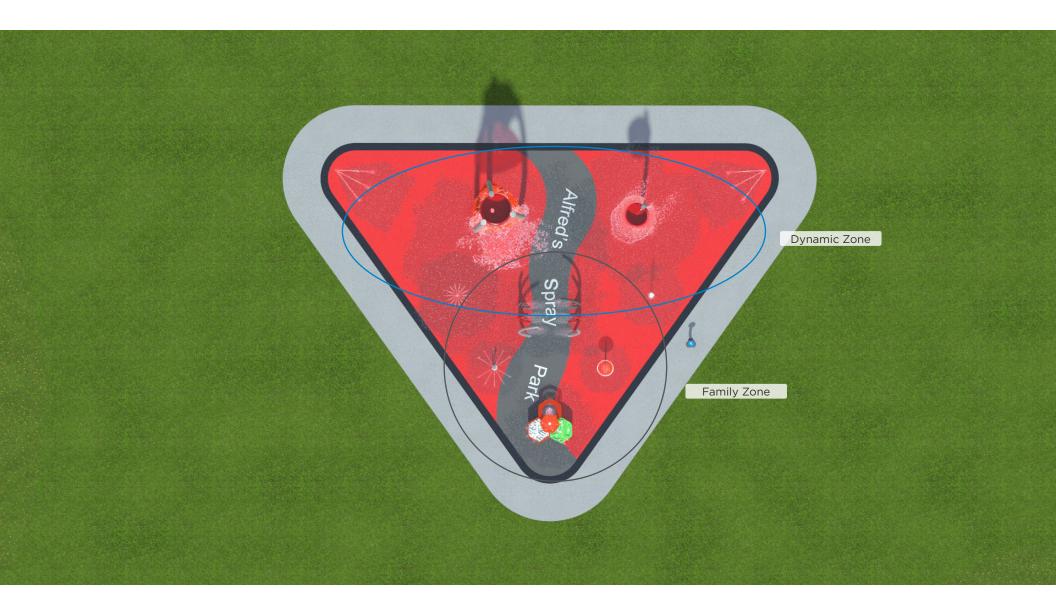














### **Alfred's Spray Park**

Design# 1158156-02-01 9/23/2021



### **Design Details**

\*Surface finishes and/or site furnishings shown are conceptual and provided by others.

### **Proposed Color Palette**

**Paint Colors** 



Project Details
Dimensions
71' x 55' 3"

**Acrylic Colors** 



**Step Pad Color** 

**Total System Flow Rate** 117 GPM

**Color Approval** 

Customer Signature	Date

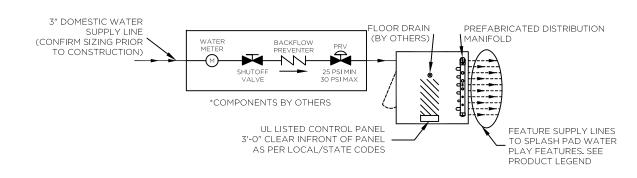
Colors shown are for representation purposes.

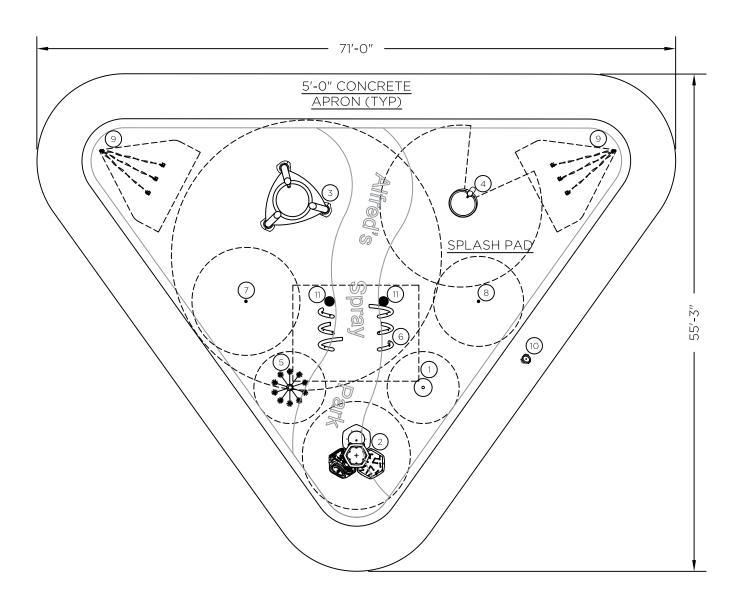
Consult with your Representative for actual color swatches for final color selection.

PRELIMINARY FOR BID ONLY

NOT FOR CONSTRUCTION

#### EQUIPMENT ROOM (BY OTHERS, NTS) \*\*LOCATION TO BE DETERMINED\*\*





NO	PRODUCT	QTY	GPM	LINE SIZE
1	ACRYLIC TOT SHOWER DOME	1	10	1"
2	AQUAGATHER	1	10	1"
3	FLASHFLOOD	1	20	1 ½"
4	MINI FLASHFLOOD	1	10	1 ½"
5	TOT SIZE WELLSPRING	1	10	1"
6	WHIRLFLEX	1	30	1 ½"
7	JUNIOR WATER JEWEL	1	7	1"
8	MINI PILLAR	1	10	1"
9	TRIPLE ARCH JET	2	5 EA	1" EA
10	AQUAVATOR	1		
11	DRAIN BOX	2		==

ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.

- SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAIN BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT.
- REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
- ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
- THE INTENT OF A SPLASH PAD IS TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE DRAIN BOXES. THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAIN PATTERN.
- ALL TREATED SPLASH PAD WATER IS INTENDED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK. UNDER NO CIRCUMSTANCES SHOULD SLOPE OF SPLASH PAD ALLOW WATER TO DRAIN OFF PAD.
- UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
- ALL CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH.
- COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.
- DRAWINGS ARE FOR DESIGN/LAYOUT PURPOSES ONLY. PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
- ——INDICATES SPLASH ZONE.
  SPLASH ZONES ARE APPROXIMATE. ACTUAL SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND.
- DRAWINGS ARE <u>SCHEMATIC</u> ONLY.

  18" OF GRANULAR FILL RECOMMENDED, OR AS SOIL CONDITIONS AND/OR LOCAL CODE REQUIRES WITH A MINIMUM OF 2500 PSF SOIL BEARING CAPACITY
- THERE IS TO BE A MINIMUM OF 6" OF GRANULAR FILL AROUND ALL PIPING
- 17. CONSTRUCTION OF SPLASH PAD CONCRETE TO BE 5" THICK, 4,000 PSI CONCRETE WITH #4 BARS SPACED 12" O.C. EACH WAY. CONCRETE PAD TO HAVE REQUIRED EXPANSION JOINTS EVERY 20' X 20', SAW-CUT JOINTS EVERY 10' AND THICKEN PROFILES AT EDGE OF PAD AND AT EACH STRUCTURE/EMBED.
- CONSTRUCTION OF 5' APRON AROUND PERIMETER OF SPLASH PAD TO BE 4" THICK, WIRE MESH REINFORCED, 3500 PSI CONCRETE. APRON TO INCLUDE EXPANSION JOIN AT PERIMETER EDGE OF SPLASH PAD AND NEEDED SAW-CUT JOINTS.
- SCHEDULE 80 PVC TO BE UTILIZED FOR ALL SPLASH PAD MECHANICAL SYSTEM PIPING.

SPLASH PAD AREA: 1654 SQ FT. OTAL AREA: 2580 SQ ET OTAL FEATURE FLOW RATE: 117 GPM

DATE			
REVISION			
.ON			







#### **RPT 22-63**

**TITLE:** Federal & Provincial Funding Application - Library Branch

DATE: February 3, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

Receive and file.

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

The purpose of the report is to provide an update regarding the submission of a Funding Application in support of a new Library Branch.

#### PROPOSED APPROACH AND RATIONALE:

An intake for Community, Culture and Recreation Projects opened Tuesday, November 9, 2021. Phase 1 applications had a deadline of January 11, 2022 with Phase 2 applications due by May 10, 2022. Further information regarding the Investing in Canada Infrastructure Program (ICIP) is available at the following link.

<u>Investing in Canada Infrastructure Program (ICIP) | Funding for Municipalities | Government of Saskatchewan</u>

The federal and provincial funding contributions will vary depending on the funding stream and the applicant type. This application would be considered a Municipal or Non-Profit application dependent upon who is included on the title of the application. Below is the funding allocation under the ICIP Program:

- Federal share would be up to 40%
- Provincial share would be up to 33.33%
- Prince Albert Public Library Board and/or City of Prince Albert share up to 26.67%.

The following resolution (0506) was approved at the December 13, 2021 City Council meeting:

"That Administration prepare an application for Federal and Provincial dollars for a Branch Library at the South East Sports and Culture Complex for City Council's approval." RPT 22-63 Page **2** of **3** 

The opportunity to submit an Application was also considered at the December 16, 2021 Prince Albert Public Library Board meeting with the following resolutions (2021-125 & 126) approved by the Board:

"To request assistance from the City of Prince Albert to apply for the Investing in Canada Infrastructure Program Grant through prior to the May 10, 2022 deadline, and;

"The Board will prepare the application then finalize with Community Services to be sent to City Council for approval and submission with the application process to be on the monthly agenda."

Further information has been secured by City Administration from the Provincial Government representatives responsible for this program. This consultation was necessary to establish options for the Library Branch application to prevent any issues with the City's funding that has already been approved through ICIP in support of the Twin Pad Arenas & Aquatics Facility. The Provincial representatives were clear that existing projects that are already funded plays a role in the selection for future funding under the same ICIP Program. Therefore the probability of receiving funding under the ICIP Program may be low.

Through consultation with the City's Provincial contact for the ICIP Program, the following options are identified regarding an application for a new Library Branch:

#### Option #1: Scope Change to the Twin Pad Arenas & Aquatics Facility

- Apply for a change in scope on the funded Twin Pad Arenas & Aquatics project.
- Government Relations has previously never done a change in scope like this therefore such an application would be considered "precedent setting."
- The amendment to the project scope would have to be approved by both the Provincial and Federal governments.
- There would not be any additional funding.

#### Option #2: New Application attached to the Twin Pad Arenas & Aquatics Facility

- Submit a new application for a library attached to the Twin Pad Arenas & Aquatics project.
- Government Relations has previously never done an application like this therefore such an application would also be considered "precedent setting" as in Option #1.
- Any existing preliminary design or signed contracts will not be funded.
- Any shared infrastructure: architectural, structural, mechanical, electrical etc. will not be funded.
- This will require the City to provide cost breakdowns for both projects so that Government Relations can determine what is fundable and what is not fundable.

RPT 22-63 Page **3** of **3** 

- Any shared infrastructure will be deducted from the new project's funding.
- Approval of the project will take into consideration the City's previous approved funding allocations.
- Due to the complexities most likely will require Cabinet approval before going to Federal government for approval.
- Lower chance of success.

#### Option #3: New Application for a stand-alone Brach Library

- Submit a new application for a stand alone library on the Twin Pad Arenas & Aquatics
   Facility site or an alternate location in the City.
- Same requirements as any normal application, and will need to show funding for the City share of the project.
- Approval of the project will take into consideration the City's previous approved funding allocations.
- Higher chance of success.

#### **Next Steps:**

- Prince Albert Public Library Board & Administration to proceed with a draft application as per resolution 2021-125 &126 as approved at the December 16, 2021 Prince Albert Public Library Board meeting. Consideration should be given to Option #2 or #3 outlined above. The application will need to identify the Operational Plan and Capital Funding share from the Prince Albert Public Library and/or the City of Prince Albert.
- The Draft application will then be reviewed by the Community Services Department and City Administration prior to being submitted to City Council.
- Final draft application to be forwarded to City Council in accordance with Resolution 0506 approved at the December 13, 2021 City Council meeting.

The report is provided as an update at the February 15, 2022 City Council meeting to outline the application options in advance of the Prince Albert Public Library Board proceeding with the completion of a draft ICIP Funding Application.

#### **PUBLIC NOTICE:**

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

Written by: Jody Boulet, Director of Community Services

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



#### **RPT 22-67**

TITLE: Kinsmen Naming Rights Agreement

DATE: February 4, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

- That the Naming Rights Agreement between the City of Prince Albert and the Prince Albert Kinsmen Club in the amount of \$30,000 for a period of ten (10) years from 2021 to 2032 for the Basketball/Pickleball courts at Carlton Park Community Club be approved,
- 2. That the \$10,000 the Kinsmen Club pays in 2022 be allocated in support of the Basketball/Pickleball Court Project at the Carlton Park Community Club.
- 3. That the remaining \$20,000, to be paid \$5,000 year for four years from 2023-2026, be allocated to the Community Services Building reserve, to be used by the Carlton Park Community Club for future capital projects, and,
- 4. That the Mayor and City Clerk be authorized to execute the Naming Rights Agreement on behalf of the City of Prince Albert.

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

The purpose of this report is to recommend a Naming Rights Agreement with the Prince Albert Kinsmen Club be approved for the outdoor rink area at the Carlton Park Community Club.

RPT 22-67 Page **2** of **4** 

#### **BACKGROUND:**

The Carlton Park Community Club has initiated a Pave the Way fundraising campaign in order to expand the use of the current outdoor rink facility located to the west of the club building at 3100 Dunn Drive. This will include the paving of the rink area and the installation of outdoor basketball and pickleball courts.

The \$150,000 expansion project has been approved by the City with \$120,000 included in the 2022 Parks Playground Improvement budget for this project. The Carlton Park Community Club has agreed to raise the remainder of the funds (\$30,000) for the project and have been very successful in doing so.

The Prince Albert Kinsmen Club has agreed to name the facility the Prince Albert Kinsmen Basketball/Pickleball Courts at Carlton Park for \$30,000 for a period of ten years.

With the Kinsmen Clubs \$10,000 commitment for 2022 through this agreement, the Carlton Park Community Club will have achieved their fundraising goal.

Plans are in place for the construction on this project to begin this spring and be finished by late spring or early summer depending on weather, contractor availability, etc.

#### PROPOSED APPROACH AND RATIONALE:

The Carlton Park Community Club identified the need for outdoor basketball and pickleball courts in their neighbourhood. The proposed upgrade will include; paving of the outdoor rink area, and installation of basketball and pickleball courts with appropriate lines.

Through the Naming Rights Agreement, the Kinsmen Club will provide \$10,000 in 2022 to assist this project. The Kinsmen Club then will provide \$5,000 per year for the next four years (2023-2026) to fulfill their financial commitment for naming rights. The naming rights will be a period of 10 years from 2022 to 2031. This investment is similar to naming rights of similar facilities within the City.

The future payments will be deposited into the Community Services Department Building Reserve for the Carlton Park Community Club who will be able to access those funds for capital projects as they are identified by the club.

#### **CONSULTATIONS:**

The Carlton Park Community Club has been consulting with the City of Prince Albert Parks and Open Spaces Manager, and Sport and Recreation Manger to develop the concept, plan and budget for the project.

The Carlton Park Community Club has been in consultation with the Prince Albert Pickleball Club to help provide them with more facilities for this fast growing sport.

RPT 22-67 Page **3** of **4** 

The Community Club also has consulted with the Prince Albert Kinsmen Club and negotiated the agreement.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

In coordination with the Carlton Park Community Club a news conference will be held at the Prince Albert Kinsmen Basketball and Pickleball Courts at Carlton Park when the project is completed, potentially in late June, 2022. Members of the Community Club, Kinsmen Club, City Council and other sponsors will be invited.

The facility will be identified on the City of Prince Albert website and in all social media as the Prince Albert Kinsmen Basketball and Pickleball Courts at Carlton Park.

#### **POLICY IMPLICATIONS:**

This agreement meets with the Naming Rights and Sponsorship Policy #71 of April 13, 2015.

#### FINANCIAL IMPLICATIONS:

Through the investment of the Prince Albert Kinsmen Club, the Carlton Park Community Club is able to achieve their financial commitment to allow this improvement to take place in 2022.

The future commitment of \$20,000 will allow the Carlton Park Community Club to conduct capital projects without accessing further City of Prince Albert funds.

#### PRIVACY IMPLICATIONS:

None

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other considerations or implications, no implications to the Official Community Plan and no options to the recommendation

#### STRATEGIC PLAN:

**Infrastructure:** Through the commitment of the Prince Albert Kinsmen Club the City will be improving our facilities. These improved facilities will benefit the citizens of our city for many years.

**Active and Caring Community:** The improvement of City owned assets will provide more opportunities for our citizens to be physically active. The addition of these facilities also provides more resources that could be accessed if when the city hosts major events in the future.

RPT 22-67 Page **4** of **4** 

### **PUBLIC NOTICE:**

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

#### PRESENTATION:

None

#### **ATTACHMENTS:**

1. Kinsmen Carlton Park Naming Rights Agreement

Written by: Bruce Vance, Marketing & Sponsorship Coordinator

Approved by: Director of Community Services and City Manager

### **Naming Rights Agreement**

THIS AGREEMENT made effective as of the	day of	, 202
BETWEEN:		

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

-and-

#### KINSMEN CLUB OF PRINCE ALBERT INC.

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

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

**AND WHEREAS** the City has identified naming rights opportunities within the outdoor facility adjacent to the Carlton Park Community Club, 3100 Dunn Drive;

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

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

1.1 In accordance with Section 7.01(d) of the Naming Rights & Sponsorship Policy #71 passed April 13, 2015 by City Council, **Kinsmen Club** is a corporation prepared to make a substantial contribution to the City as outlined in Article 6 of this agreement, in exchange for the naming rights of the outdoor facility at the Carlton Park Community Club to be known as **Prince Albert Kinsmen Basketball/Pickleball Courts at Carlton Park**.

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

- 2.1 In accordance with Section 8 of the Naming Rights & Sponsorship Policy #71 the City of Prince Albert will provide to **Kinsmen Club**:
  - a) The right to name the said facility **Prince Albert Kinsmen Basketball/Pickleball Courts at Carlton Park** for the duration of this agreement which includes:
  - a) Space to install advertising at the facility as indicated in Section 3.1 below.

#### ARTICLE 3: KINSMEN CLUB UNDERTAKINGS

- 3.1 **Kinsmen Club** undertakes and agrees with the City, in conjunction with the Carlton Park Community Club that they will coordinate signage as follows at the facility:
  - a) Sponsorship Sign a 4' X 8' sign to indicate it is *Prince Albert Kinsmen Basketball/Pickleball Courts at Carlton Park.*
- 3.2 **Kinsmen Club** provides concepts and artwork to the City of Prince Albert for approval subject to Article 4.

#### **ARTICLE 4: ADVERTISING CONTENT**

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

#### **ARTICLE 5: DURATION**

This agreement is for ten (10) years from the date of signing in 2022 through December 31, 2031.

#### **ARTICLE 6: NAMING RIGHTS FEE**

- 6.1 In consideration of the Naming Rights and signage provided in Article 3.1, **Kinsmen Club** agrees to provide support in the form of financial consideration in a total of \$30,000 to the City of Prince Albert:
  - i) April 1, 2022 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST.
  - ii) December 1, 2022 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST.
  - iii) June 1, 2023 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST.
  - iv) June 1, 2024 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST.
  - v) June 1, 2025 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST.
  - vi) June 1, 2026 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST.

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

#### ARTICLE 7: RIGHT OF RENEWAL

7 Upon the expiration of this agreement, subject to being in good standing, **Kinsmen Club** has the right to renew the agreement with the City of Prince Albert and Carlton Park Community Club, subject to be negotiated financial considerations to the satisfaction of both parties.

#### **ARTICLE 8: TERMINATION**

- 8.1 Any of the following occurrences or acts shall constitute an event of default by **Kinsmen Club**, and shall be considered sufficient cause to terminate the agreement, specifically:
  - (a) If **Kinsmen Club** willfully breaks or neglects to observe or perform any of the terms of the agreement;
  - (b) If payments due to the City under the terms of the agreement are not processed within thirty (30) days of payment becoming due;
  - (c) If the rights granted shall at any time be seized or taken in execution or in attachment by any creditor of **Kinsmen Club**, or if **Kinsmen Club** becomes bankrupt or make any assignment of the contract in violation of the terms of the agreement.
- 8.2 If sufficient cause exists to justify such action, the City may provide notice to cancel the agreement and terminate all rights of **Kinsmen Club** by mailing through registered mail to **Kinsmen Club** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to **Kinsmen Club**, all rights and privileges conferred on **Kinsmen Club** shall immediately cease and terminate, without prejudice to any other rights or remedies the City may have. The City shall also be entitled to recover any monies owing and likewise provide money back to **Kinsmen Club** on a prorata basis for monies already paid.
- 8.3 Notwithstanding anything contained herein, the City may, at any time during the term of the agreement, upon giving thirty (30) days' notice to Kinsmen Club (to remedy any situations) terminate the agreement if the City is of the opinion that the services supplied by Kinsmen Club are not of a standard acceptable to the City.

- 8.4 Termination may be given by either party for any other reason by six (6) months written notice.
- 8.5 This Agreement, the parties agree that the Licensee shall be responsible for the removal of the signage structures upon termination of this Agreement and the site be restored to its original condition.

#### **ARTICLE 9: ASSIGNMENT**

9. The rights and privileges of **Kinsmen Club** may only be assigned upon obtaining the written consent of the City, which consent may be withheld without the giving of reasons therefore.

#### **ARTICLE 10: NOTICE**

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

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

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

#### Kinsmen Club of Prince Albert Inc.:

President or Designate, Box 135, Prince Albert, SK S6V 5R4

#### **ARTICLE 11: MODIFICATION**

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

#### **ARTICLE 12: GENERAL**

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

<b>IN WITNESS WHEREOF</b> the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this day of A.D., 202
CITY OF PRINCE ALBERT
Per:
Per:
IN WITNESS WHEREOF Kinsmen Club of Prince Albert Inc. has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this day of A.D., 202
KINSMEN CLUB OF PRINCE ALBERT INC.
Per:
Per:



#### **RPT 22-68**

TITLE: CMGC Sponsorship Agreements

DATE: February 7, 2022

**TO:** City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

- 1. That the Cooke Municipal Golf Course Sponsorship agreement with BTR Financial Planning Manulife Securities Inc. (BTR Financial Planning) 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 with Saskatchewan Indian Gaming Authority (Northern Lights Casino) in the amount of \$5,000 for 2022, ending December 31, 2022 be approved.
- 3. That the Mayor and City Clerk be authorized to execute the attached sponsorship agreements on behalf of the City of Prince Albert.

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

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

#### **BACKGROUND:**

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

RPT 22-68 Page **2** of **3** 

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

Since 2016, the Cooke Municipal Golf Course Sponsorship Plan has generated \$514,500 for improvements at the golf course.

#### PROPOSED APPROACH AND RATIONALE:

BTR Financial Planning Manulife Securities Inc. (BTR Financial Planning) has agreed to renew their sponsorship of Hole #1 for \$5,000 per year for a term of (5) years (\$25,000) from 2022 to 2026. BTR Financial Planning was one of the first to sponsor a hole and have recognized the value of being involved with Cooke and have witnessed improvements realized through the program.

Saskatchewan Indian Gaming Authority (Northern Lights Casino) can only commit to a one-year renewal (2022) at this time due limitations within the structure of their organization. Northern Lights Casino also was one of the original sponsors at the course and will sponsor Hole #15 for \$5,000 for 2022. It is the intent of Northern Lights Casino to continue their sponsorship in future years.

#### **CONSULTATIONS:**

- Darcy Myers, Cooke Municipal Golf Course Head Professional
- Bryan Rindal, BTR Financial Planning Owner
- Richard Ahenakew, General Manager and Heather Constant, Marketing Manager, Northern Lights Casino

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

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

#### **POLICY IMPLICATIONS:**

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

RPT 22-68 Page **3** of **3** 

#### FINANCIAL IMPLICATIONS:

As per the Naming Rights & Sponsorship Policy, all monies realized through this Plan (\$30,000 from these agreements) will be put towards paying off the capital improvements at Cooke Municipal Golf Course.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

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

#### STRATEGIC PLAN:

- Fiscal Management and Accountability. These sponsorship dollars will allow the City and Cooke Municipal Golf Course additional funding to support payment of the cost of recent improvements at the course. These funds reduce the implication on residential property taxes.
- Active and Caring Community. Cooke Municipal Golf Course is a well-attended facility with the City of Prince Albert as close to 30,000 rounds of golf are played there annually. These participants range in age from youth to seniors. Cooke is a landmark with our community having been established in 1909. This agreement allows the City to continue to nurture this significant asset.

#### **ATTACHMENTS:**

- 1. BTR Agreement
- 2. NLC Agreement

Written by: Bruce Vance, Marketing & Sponsorship Coordinator

Approved by: Director of Community Services and City Manager

### **Sponsorship Agreement**

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

BTR Financial Planning Manulife Securities Inc.. a body corporate, having an office in Prince Albert, in the Province of Saskatchewan, (hereinafter referred to as BTR Financial Planning)

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

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

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

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

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

1.1 The City hereby grants to **BTR Financial Planning** permission and license to create, install and maintain signage on the 1<sup>st</sup> Hole at Cooke Municipal Golf Course for the purposes and pursuant to the terms and conditions as outlined in Article 3.1 herein.

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

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

#### **ARTICLE 3: BTR FINANCIAL PLANNING UNDERTAKINGS**

- 3.1 **BTR Financial Planning** undertakes and agrees with the City that they shall create, install and maintain signage as follows on the 1st Hole at Cooke Municipal Golf Course:
  - a) **Tee Box Signage** a sign that will be installed near the tee box of Hole 1.
  - b) **Bench Signage** a 3' high X 8' wide sign to be either on the front or the back of the bench located near the tee box of Hole 1.
  - c) **Hole Flag** logo to be imprinted on the flag that is 12" high X 18" wide for Hole 1.
  - d) **Scorecard Advertising** provide art work for a 56 mm X 108 mm full colour ad on the scorecards.
  - e) **2 Golf Cart Wraps** professionally designed wrap of 2 Golf Carts from the Cooke Municipal Golf Cart fleet.
  - f) Create a Legacy Signage recognition on the new Create a Legacy Signage with an acrylic black print sign as a Hole Sponsor (NEW 2021).
  - g) **Website/Application** provide artwork and link to be used on <a href="https://www.cookegolf.ca">www.cookegolf.ca</a> and on the Cooke Golf Course App.
- 3.2 Any variation in the signage descriptions as listed above is to be approved by the City of Prince Albert.
- 3.3 **BTR Financial Planning** provides concepts and artwork to the City of Prince Albert for approval subject to Article 5.

#### ARTICLE 4: MAINTENANCE AND REPAIR

- 4. **BTR Financial Planning** shall be responsible for the installation, maintenance and repair of all sign structures, specifically BTR Financial Planning shall:
  - (a) Supply all personnel, tools, equipment, materials and incidentals necessary to keep all signage in a presentable appearance to the satisfaction of the City;
  - (b) Keep, repair or improve the appearance of any signage within 72 hours of receiving written notice from the City indicating that the sign does not meet these standards as to the state of repair or appearance of the signage;
  - (c) Have the sole responsibility of installing all advertising material;

#### **ARTICLE 5: ADVERTISING CONTENT**

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

#### **ARTICLE 6: DURATION**

This agreement is for a period of 5 years beginning January 1, 2022 through December 31, 2026.

#### ARTICLE 7: SPONSORSHIP FEE

- 7 In consideration of the signage provided in Article 3.1, **BTR Financial Planning** agrees to pay the following sponsorship fee to the City of Prince Albert:
  - i) March 1, 2022 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2022.
  - ii) January 1, 2023 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2023.
  - iii) January 1, 2024 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2024.
  - iv) January 1, 2025 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2025.
  - v) January 1, 2026 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2026.

The City of Prince Albert will issue invoices to **BTR Financial Planning** 30 days prior to the dates indicated above.

#### ARTICLE 8: RIGHT OF RENEWAL

8 Upon the expiration of this agreement, subject to being in good standing, **BTR**Financial Planning has the right to renew the agreement with the City of Prince Albert, subject to being negotiated to the satisfaction of both parties.

#### **ARTICLE 9: TERMINATION**

9.1 Any of the following occurrences or acts shall constitute an event of default by **BTR Financial Planning**, and shall be considered sufficient cause to terminate the agreement, specifically:

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

#### **ARTICLE 10: ASSIGNMENT**

The rights and privileges of **BTR Financial Planning** may only be assigned upon the consent of the City.

#### **ARTICLE 11: NOTICE**

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

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

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

#### **BTR Financial Planning Manulife Securities Inc.:**

Attn: Bryan Rindal or Designate, BTR Financial Planning, 1102 – 1<sup>st</sup> Ave. W., Prince Albert, SK. S6V 4Y6 306-763-8285

#### **ARTICLE 12: MODIFICATION**

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

#### **ARTICLE 13: GENERAL**

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

	the City of Prince Albert has hereunto affixed its
	the hands of its proper officers in that behalf, duly A.D., 202
dainoni264 tillo day 61	CITY OF PRINCE ALBERT
	Per:
	Per:
has hereunto affixed its corporate	BTR Financial Planning Manulife Securities Inc. e seal, duly witnessed by the hands of its proper prized this day of
BTR FINAN	NCIAL PLANNING MANULIFE SECURITIES INC.
	Per:
	Per:

### **Sponsorship Agreement**

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

Province of Saskatchewan, hereinafter called "The City"

-and-

**SASKATCHEWAN INDIAN GAMING AUTHORITY** A body corporate, having an office in Saskatoon, in the Province of Saskatchewan, (hereinafter referred to as **Northern Lights Casino**)

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

**AND WHEREAS** the City will use funding from this policy to only further enhance the facility at which the sponsorship is realized

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

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

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

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

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

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

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

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

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

#### ARTICLE 4: MAINTENANCE AND REPAIR

- 4. **Northern Lights Casino** shall be responsible for the installation, maintenance and repair of all sign structures, specifically Northern Lights Casino shall:
  - (a) Supply all personnel, tools, equipment, materials and incidentals necessary to keep all signage in a presentable appearance to the satisfaction of the City;
  - (b) Keep, repair or improve the appearance of any signage within 72 hours of receiving written notice from the City indicating that the sign does not meet these standards as to the state of repair or appearance of the signage;
  - (c) Have the sole responsibility of installing all advertising material;

# **ARTICLE 5: ADVERTISING CONTENT**

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

# **ARTICLE 6: DURATION**

This agreement is for a period of 1 year beginning January 1, 2022 through December 31, 2022.

## ARTICLE 7: SPONSORSHIP FEE

- 7 In consideration of the signage provided in Article 3.1, **Northern Lights Casino** agrees to pay the following sponsorship fee to the City of Prince Albert:
  - i) April 1, 2022 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2022.

The City of Prince Albert will issue invoices to **Northern Lights Casino** 30 days prior to the dates indicated above.

# **ARTICLE 8: RIGHT OF RENEWAL**

**8** Upon the expiration of this agreement, subject to being in good standing, **Northern Lights Casino** has the right to renew the agreement with the City of Prince Albert, subject to being negotiated to the satisfaction of both parties.

# **ARTICLE 9: TERMINATION**

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

# **ARTICLE 10: ASSIGNMENT**

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

## **ARTICLE 11: NOTICE**

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

# **City of Prince Albert:**

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

# **SASKATCHEWAN INDIAN GAMING AUTHORITY INC:**

Attn:, Heather Constant, Regional Marketing Manager or Designate,
Suite #250, 103C Packham Avenue
Saskatoon, SK. S7N 4K4
(306) 477-7777

# **ARTICLE 12: MODIFICATION**

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

# **ARTICLE 13: GENERAL**

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

		ty of Prince Albert has hereunto affixed its unds of its proper officers in that behalf, duly
		A.D., 201
	uuy o	CITY OF PRINCE ALBERT
		OH FOI TRINGE ALBERT
		Per:
		Per:
has hereunto affixe	ed its corporate seal, alf, duly authorized	TCHEWAN INDIAN GAMING AUTHORITY duly witnessed by the hands of its proper this day of
	SASKA	TCHEWAN INDIAN GAMING AUTHORITY
		Per:
		Per:



## **RPT 21-578**

**TITLE:** 2022 General Fund Operating and Capital Budget

DATE: February, 7, 2022

**TO:** City Council

PUBLIC: X INCAMERA:

### **RECOMMENDATION:**

- 1. That the City of Prince Albert 2022 General Fund Budget, as attached, 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 City of Prince Albert 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 City of Prince Albert 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 of in the amount of \$515,000;
- 7. That the City of Prince Albert 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 Commissionaires, to assist with budget shortfalls;
- 8. That the City of Prince Albert 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;

RPT 21-578 Page **2** of **6** 

- 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;
  - 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 the motions from the 2022 General Fund Budget Committee deliberations (Unofficial) be ratified and that Administration proceed as authorized; and,
- 11. That the 2022 General Fund Budgeted expenditures be approved for disbursement effective January 1, 2022.

## **TOPIC & PURPOSE:**

For City Council to approve the 2022 General Fund Operating and Capital Budget along with the resolutions of the Budget Committee.

# **BACKGROUND:**

City Council's Budget Committee undertook the 2022 General Fund Budget deliberations as follows:

- 1. October 18, 2021 Delivery of Budget Materials to Budget Committee
- 2. October 19, 2021 Public Release of General Fund Operating and Capital Budget
- 3. November 1, 2021 Budget Committee's External Agencies Business Plan Review
- 4. November 17 to 20, 2021 Budget Committee convened to review the proposed 2022 General Fund Operating and Capital Budgets.
- 5. February 7, 2022 Budget Committee Meeting

The Budget Committee convened from November 17 to 20, 2021 to consider the 2022 General Fund Operating and Capital Budgets. The Budget Committee reconvened on February 7, 2022 to finalize its recommendations for the 2022 General Fund Budget to be forwarded to City Council for approval.

On February 7, 2022 the Budget Committee approved the 2022 General Fund Operating and Capital Budgets and recommended that the 2022 General Fund Operating and Capital Budget, amended based on the motions of the Budget Committee, along with the Resolutions of the Budget Committee, be forwarded to City Council for final approval.

RPT 21-578 Page **3** of **6** 

## PROPOSED APPROACH AND RATIONALE:

Enclosed for Council's approval is the City of Prince Albert's 2022 General Fund Budget. The City's detailed financial plans and budgets are linked to, and derived from, the City's broader planning processes including Council's overall strategic direction.

The General Fund accounts for the widest variety of City activities. The costs of policing, fire and emergency services, streets and roads, transit operations, parks, recreation, building maintenance, as well as the majority of administrative costs of the City are shown in this fund. Most areas of service within the General Fund will have some revenue that is used to help offset the cost of the service provided. The bulk of the costs within the General Fund are funded by the property tax levy.

The Director of Financial Services presented the budget package to the Budget Committee that included a format that provided budgeted 2022 revenues and expenditures along with the changes relative to the previous years approved budget. The 2022 budget was presented using a line by line budget. Each functional area displayed budget and historical cost information for the Budget Committee's review at an account level. Individual financial statements for each functional were provided and grouped by revenue and expense categories.

The 2022 General Fund Budget presented for City Council's approval has been amended to reflect the motions of the Budget Committee as set forth in the attached 2022 General Fund Budget Deliberation Minutes (Unofficial).

# **COVID-19 Pandemic Impact**

The 2022 budget presented challenges due to the pandemic that started in 2020. The pandemic will continue into 2022 and the negative financial effects could also be experienced in 2023. The financial impact going into 2022 can only be estimated based on what we know today. The State of Emergency, subsequent phases of the Re-Open Saskatchewan plan in 2020 and the experiences of the pandemic in 2021 and 2022 provide a basis for the estimates of the potential financial impact for 2022.

The 2022 budget numbers provided are based on the assumption that City operations are operating as normal. This allows for better estimates of the financial impact from COVID-19. Projections of the negative financial impact from COVID-19 is estimated to be \$2.0 million.

# 2022 Budget Summary

This budget follows generally accepted accounting principles by recording all revenues as operating revenues and only operating expenses as expenses. The result is a surplus from operations that is then available for capital purchases / projects, loan principal payments and contribution to reserves. The proposed budget identifies \$2.481 million as the operating surplus, \$10.081 million after adjusting for non-cash amortization. The adjusted surplus will be

RPT 21-578 Page **4** of **6** 

allocated as follows: \$5.227 million for capital projects, \$0.274 million for loan payments, and \$4.847 million in net contributions to reserves. This results in an overall balanced budget as shown in the following table:

Operating Surplus to be Allocated	\$ (2,481,440)
Non-Cash Adjustment - Amortization	(7,600,000)
Operating Surplus - Adjusted	(10,081,440)
Allocations:	
Capital Expenditures	5,226,500
Reserve Allocations	4,847,280
Principal Payments on Loans	274,300
Transfer from Fiscal Stabilization	(266,640)
Estimated COVID-19 2022 Losses	2,000,000
Funding TBD to Cover COVID -19 Losses	(2,000,000)
-	10,081,440
Balanced Budget (Surplus)	\$ <u>-</u>

The proposed 2022 budget requires operating revenues of \$73.0 million, which will require an increase in General Municipal Taxation of approximately \$1.8 million.

# <u>Active Living Program – Council Remuneration</u>

The 2022 General Fund Budget includes an increase to the City Council Functional Area for the Active Living Program for members of Council in the amount of \$2,160. The addition of the Active Living Program for members of Council is considered an increase to their remuneration as determined by Financial Services.

# <u>Airport Fund Recommendation</u>

This report includes recommendation 8(b) to approve the addition of one (1) full-time Airport Maintenance Person as well as a change to the level of service on Sunday's to add operational hours from 11:30 a.m. to 8:00 p.m. The budget associated with this recommendation was already approved by the Budget Committee when deliberating the 2022 Airport Budget but Administration did not include this specific recommendation in the final report that was sent to Council when the Airport Budget was approved on December 13, 2022. The approval of this recommendation is required for record keeping purposes.

RPT 21-578 Page **5** of **6** 

## **CONSULTATIONS:**

The 2022 General Fund Budget Submission was available for the public's review on the City's website.

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

Once the 2022 General Fund Budget is approved by City Council it will be posted on the City of Prince Albert website.

#### FINANCIAL IMPLICATIONS:

There is a net budgetary cost increase of approximately \$1.8 million which will need to be addressed through tax policy.

## OTHER CONSIDERATIONS/IMPLICATIONS:

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

## STRATEGIC PLAN:

<u>Fiscal Management & Accountability:</u> The 2022 General Fund Budget as presented strives to align priorities and initiatives to the corporate strategies and deliver municipal services in cost-effective ways.

## **OFFICIAL COMMUNITY PLAN:**

The Official Community Plan was considered by Departments when preparing their budgets for the 2022 year.

## **PUBLIC NOTICE:**

Public Notice is required in regards to the addition of the Active Living Program to the remuneration for members of Council, pursuant to Subsection 4(k) of Public Notice Bylaw No. 24 of 2015. The following notice was given:

- 1. Published in the Prince Albert Daily Herald on Thursday, January 13, 2022, as attached;
- 2. Posted on the bulletin board at City Hall on January 13, 2022, and,
- 3. Posted on the City's website on January 13, 2022.

RPT 21-578 Page **6** of **6** 

# **ATTACHMENTS:**

- 1. 2022 City of Prince Albert General Fund Budget
- 2. November 17, 2021 Budget Committee Minutes General Fund (Unofficial)
- 3. November 18, 2021 Budget Committee Minutes General Fund (Unofficial)
- 4. November 19, 2021 Budget Committee Minutes General Fund (Unofficial)
- 5. November 20, 2021 Budget Committee Minutes General Fund (Unofficial)
- 6. February 7, 2022 Budget Committee Minutes General Fund (Unofficial)
- 7. Public Notice Active Living Program

Written by: Cheryl Tkachuk, Director of Financial Services

Approved by: City Manager



# GENERAL FUND BUDGET FOR YEAR ENDING DECEMBER 31, 2022

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February 7, 2022

This document represents The City of Prince Albert's General Fund Budget for 2022.

The General Fund accounts for a wide variety of City services and activities. The costs of policing, fire and emergency services, streets and roads, transit operations, parks, recreation, building maintenance as well as the majority of administrative costs of the City are shown in this fund. Although most areas of service within the General Fund will have revenue that is used to help offset the cost of the service provided, the remaining costs within the General Fund are funded by the property tax levy.

The other Funds that make up the balance of The City of Prince Albert's activities are: Water Utility Fund, Sanitation Fund, Airport Fund, and Land Fund.

The City of Prince Albert presents its budget document pursuant municipal best practices. The 2022 Budget Document presents all General Fund revenues and all General Fund expenses in a single table, but then further segments those values by operating areas sorted by Departments and Functional Areas. Overall the formatting makes the ongoing comparison of Budgets and Financial Statements more understandable and meaningful.

A few notable comments to make with respect to the information within the City's Budget are:

1. The 2022 budget presented challenges due to the pandemic that started in 2020. The pandemic will continue into 2022 and the negative financial effects could also be experienced in 2023. The financial impact going into 2022 can only be estimated based on what we know today. The State of Emergency, subsequent phases of the Re-Open Saskatchewan plan in 2020 and the experiences of the pandemic in 2021 and 2022 provide a basis for the estimates of the potential financial impact for 2022.

The 2022 budget numbers provided are based on the assumption that City operations are operating as normal. This allows for better estimates of the financial impact from COVID-19. Projections of the negative financial impact from COVID-19 is estimated to be \$2.0 million.

2. The Police Service Budget is approved by the Board of Police Commissioners. The Board then submits a request to the City for the necessary funding for the cost of policing.

The City of Prince Albert's 2022 General Fund Budget recognizes projected revenues necessary to fund operating expenses, capital projects, and transfers to reserves.

Cheryl Tkachuk, CPA, CMA, CPHR

Director of Financial Services

Cheryl March

FUNCTIONAL AREA: GENERAL FUND - CONSOLIDATED

TONOTION LETTER CENTER CONCERNIED	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES		8 - 1	
Taxation	(\$44,370,240)	(\$41,154,280)	(\$3,215,960)
User Charges and Fees	(8,380,340)	(8,335,830)	(44,510)
Operating Grants and Donations	(11,860,650)	(11,625,640)	(235,010)
Grants in Lieu of Taxes	(6,940,860)	(7,765,960)	825,100
Interest and Penalties	(1,024,870)	(1,099,050)	74,180
Sundry	(382,980)	(365,000)	(17,980)
Total Revenues	(72,959,940)	(70,345,760)	(2,614,180)
EXPENSES	447.030	426 620	24 240
Council Remuneration	447,930 43,023,100	426,620	21,310
Salaries Wages and Benefits Contracted and General Services	5,724,290	41,244,860 5,873,020	1,778,240 (148,730)
Financial Charges	158,500	150,000	(148,730) 8,500
Grants and Donations	3,434,150	3,368,560	65,590
Utilities	2,726,260	2,761,900	(35,640)
Interest on Long Term Debt	593,450	341,850	251,600
Fleet Expenses	3,648,990	3,414,950	234,040
Maintenance Materials and Supplies	6,726,290	5,902,540	823,750
Insurance	550,630	546,510	4,120
Bad Debt Expense	153,510	152,400	1,110
Total Expenses	67,187,100	64,183,210	3,003,890
Operating (Surplus) Deficit	(5,772,840)	(6,162,550)	389,710
CAPITAL AND INTERFUND TRANSACTIONS			
Capital Revenues	0	(582,000)	582,000
Amortization	7,600,000	7,600,000	0
Interfund Transfers	(4,308,600)	(4,049,830)	(258,770)
Capital and Interfund Transactions	3,291,400	2,968,170	323,230
TOTAL (SURPLUS) DEFICIT	(2,481,440)	(3,194,380)	712,940

FUNCTIONAL AREA: GENERAL GOVERNMENT

TONCHONALANEA. GENERAL GOVERNMENT	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES			
Taxation	(\$44,292,240)	(\$41,076,280)	(\$3,215,960)
User Charges and Fees	(20,000)	(20,000)	0
Operating Grants and Donations	(6,840,000)	(7,180,000)	340,000
Grants in Lieu of Taxes	(6,940,860)	(7,765,960)	825,100
Interest and Penalties	(551,270)	(649,050)	97,780
Sundry	(25,000)	(25,000)	0
Total Revenues	(58,669,370)	(56,716,290)	(1,953,080)
EXPENSES			
Salaries Wages and Benefits	499,880	367,700	132,180
Contracted and General Services	68,000	83,000	(15,000)
Financial Charges	58,590	58,590	0
Grants and Donations	0	71,500	(71,500)
Interest on Long Term Debt	468,590	206,930	261,660
Fleet Expenses	(18,490)	(143,650)	125,160
Maintenance Materials and Supplies	40,070	40,570	(500)
Insurance	259,940	263,940	(4,000)
Bad Debt Expense	120,000	120,000	0
Total Expenses	1,496,580	1,068,580	428,000
Operating (Surplus) Deficit	(57,172,790)	(55,647,710)	(1,525,080)
CAPITAL AND INTERFUND TRANSACTIONS			
Capital Revenues	0	(582,000)	582,000
Amortization	7,600,000	7,600,000	0
Interfund Transfers	(4,308,600)	(4,049,830)	(258,770)
Capital and Interfund Transactions	3,291,400	2,968,170	323,230
TOTAL (SURPLUS) DEFICIT	(53,881,390)	(52,679,540)	(1,201,850)

GENERAL FUND

FUNCTIONAL AREA: CITY CLERK

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$3,000)	(\$3,000)	\$0
Sundry	(800)	(800)	0
Total Revenues	(3,800)	(3,800)	0
EXPENSES			
Salaries Wages and Benefits	580,600	575,340	5,260
Contracted and General Services	7,450	15,750	(8,300)
Maintenance Materials and Supplies	21,360	25,750	(4,390)
Total Expenses	609,410	616,840	(7,430)
Operating (Surplus) Deficit	605,610	613,040	(7,430)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	605,610	613,040	(7,430)

FUNCTIONAL AREA: CITY MANAGER

			(Favourable)	
	2022	2021	Unfavourable	
	Budget	Budget	Change	
REVENUES				
EXPENSES				
Salaries Wages and Benefits	\$452,150	\$451,920	\$230	
Contracted and General Services	1,980	31,200	(29,220)	
Maintenance Materials and Supplies	62,130	47,640	14,490	
Total Expenses	516,260	530,760	(14,500)	
Operating (Surplus) Deficit	516,260	530,760	(14,500)	
CAPITAL AND INTERFUND TRANSACTIONS				
-				
TOTAL (SURPLUS) DEFICIT	516,260	530,760	(14,500)	

# **CITY OF PRINCE ALBERT** GENERAL FUND

FUNCTIONAL AREA: MAYOR

FUNCTIONAL AREA. WATOR			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Council Remuneration	\$103,790	\$100,260	\$3,530
Salaries Wages and Benefits	79,680	79,400	280
Maintenance Materials and Supplies	14,980	15,480	(500)
Total Expenses	198,450	195,140	3,310
Operating (Surplus) Deficit	198,450	195,140	3,310
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	198,450	195,140	3,310

FUNCTIONAL AREA: CITY COUNCIL

			(Favourable)	
	2022	2021	Unfavourable	
	Budget	Budget	Change	
REVENUES				
EXPENSES				
Council Remuneration	\$344,140	\$326,360	\$17,780	
Salaries Wages and Benefits	32,540	30,260	2,280	
Maintenance Materials and Supplies	24,460	27,560	(3,100)	
Total Expenses	401,140	384,180	16,960	
Operating (Surplus) Deficit	401,140	384,180	16,960	
CAPITAL AND INTERFUND TRANSACTIONS				
TOTAL (SURPLUS) DEFICIT	401,140	384,180	16,960	

FUNCTIONAL AREA: CITY SOLICITOR

			(Favourable)	
	2022	2021	Unfavourable	
	Budget	Budget	Change	
REVENUES				
EXPENSES				
Salaries Wages and Benefits	\$41,540	\$41,360	\$180	
Contracted and General Services	362,700	362,700	9180 0	
	•	•	_	
Maintenance Materials and Supplies	1,270	1,270	0	
Total Expenses	405,510	405,330	180	
Operating (Surplus) Deficit	405,510	405,330	180	
CAPITAL AND INTERFUND TRANSACTIONS				
TOTAL (SURPLUS) DEFICIT	405,510	405,330	180	

FUNCTIONAL AREA: CORPORATE COMMUNICATIONS

	2022	2021	(Favourable) Unfavourable
REVENUES	Budget	Budget	Change
EXPENSES			
Salaries Wages and Benefits	\$210,810	\$204,660	\$6,150
Contracted and General Services	21,500	24,000	(2,500)
Maintenance Materials and Supplies	49,260	68,000	(18,740)
Total Expenses	281,570	296,660	(15,090)
Total Expenses	201,370	230,000	(13,030)
Operating (Surplus) Deficit	281,570	296,660	(15,090)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	281,570	296,660	(15,090)

FUNCTIONAL AREA: HUMAN RESOURCES

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Salaries Wages and Benefits	\$472,820	\$490,350	(\$17,530)
Contracted and General Services	30,000	30,000	0
Maintenance Materials and Supplies	45,080	57,560	(12,480)
Total Expenses	547,900	577,910	(30,010)
Operating (Surplus) Deficit	547,900	577,910	(30,010)
CAPITAL AND INTERFUND TRANSACTIONS			
	<u> </u>		
TOTAL (SURPLUS) DEFICIT	547,900	577,910	(30,010)

FUNCTIONAL AREA: OCCUPATIONAL HEALTH AND SAFETY

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Salaries Wages and Benefits	\$118,550	\$118,100	\$450
Fleet Expenses	2,500	8,840	(6,340)
Maintenance Materials and Supplies	39,210	50,310	(11,100)
Total Expenses	160,260	177,250	(16,990)
Operating (Surplus) Deficit	160,260	177,250	(16,990)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	160,260	177,250	(16,990)

FUNCTIONAL AREA: INFORMATION TECHNOLOGY

			(Favourable)	
	2022	2021	Unfavourable	
	Budget	Budget	Change	
REVENUES				
EXPENSES				
Salaries Wages and Benefits	\$660,400	\$670,300	(\$9,900)	
Contracted and General Services	36,000	51,840	(15,840)	
Maintenance Materials and Supplies	602,570	553,220	49,350	
Total Expenses	1,298,970	1,275,360	23,610	
Operating (Surplus) Deficit	1,298,970	1,275,360	23,610	
CAPITAL AND INTERFUND TRANSACTIONS				
TOTAL (SURPLUS) DEFICIT	1,298,970	1,275,360	23,610	

GENERAL FUND

FUNCTIONAL AREA: PLANNING

	2022	2024	(Favourable)
	2022 Budget	2021 Budget	Unfavourable Change
REVENUES	Buuget	Buuget	Change
User Charges and Fees	(\$117,500)	(\$111,500)	(\$6,000)
Total Revenues	(117,500)	(111,500)	(6,000)
EXPENSES			
Salaries Wages and Benefits	682,940	661,800	21,140
Contracted and General Services	4,500	3,100	1,400
Maintenance Materials and Supplies	57,210	37,200	20,010
Total Expenses	744,650	702,100	42,550
Operating (Surplus) Deficit	627,150	590,600	36,550
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	627,150	590,600	36,550

GENERAL FUND

FUNCTIONAL AREA: BUILDING INSPECTIONS

	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES			_
User Charges and Fees	(\$240,000)	(\$220,000)	(\$20,000)
Total Revenues	(240,000)	(220,000)	(20,000)
EXPENSES			
Salaries Wages and Benefits	302,690	298,720	3,970
Fleet Expenses	8,840	8,840	0
Maintenance Materials and Supplies	11,290	11,190	100
Total Expenses	322,820	318,750	4,070
Operating (Surplus) Deficit	82,820	98,750	(15,930)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	82,820	98,750	(15,930)

GENERAL FUND

FUNCTIONAL AREA: ECONOMIC DEVELOPMENT

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$315,000)	(\$295,000)	(\$20,000)
Total Revenues	(315,000)	(295,000)	(20,000)
EXPENSES			
Salaries Wages and Benefits	175,070	170,920	4,150
Contracted and General Services	2,700	10,000	(7,300)
Grants and Donations	245,000	245,000	0
Maintenance Materials and Supplies	12,000	12,750	(750)
Total Expenses	434,770	438,670	(3,900)
Operating (Surplus) Deficit	119,770	143,670	(23,900)
CAPITAL AND INTERFUND TRANSACTIONS	·	·	, , , ,
TOTAL (SURPLUS) DEFICIT	119,770	143,670	(23,900)

FUNCTIONAL AREA: BYLAW ENFORCEMENT

	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES			
Interest and Penalties	(\$14,600)	\$0	(\$14,600)
Total Revenues	(14,600)	0	(14,600)
EXPENSES			
Salaries Wages and Benefits	215,840	197,280	18,560
Contracted and General Services	81,600	81,600	0
Fleet Expenses	17,680	17,680	0
Maintenance Materials and Supplies	8,000	8,200	(200)
Total Expenses	323,120	304,760	18,360
Operating (Surplus) Deficit	308,520	304,760	3,760
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	308,520	304,760	3,760

FUNCTIONAL AREA: ASSESSMENT AND TAXATION

	2022	2024	(Favourable)
	2022 Budget	2021 Budget	Unfavourable Change
REVENUES	Dauget	buuget	Change
User Charges and Fees	(\$40,000)	(\$40,000)	\$0
Total Revenues	(40,000)	(40,000)	0
EXPENSES			
Salaries Wages and Benefits	778,950	779,160	(210)
Contracted and General Services	17,200	4,900	12,300
Fleet Expenses	8,850	8,850	0
Maintenance Materials and Supplies	62,920	79,640	(16,720)
Total Expenses	867,920	872,550	(4,630)
Operating (Surplus) Deficit	827,920	832,550	(4,630)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	827,920	832,550	(4,630)

FUNCTIONAL AREA: ASSET MANAGEMENT

			(Favourable)	
	2022	2021	Unfavourable	
	Budget	Budget	Change	
REVENUES				
EXPENSES				
Salaries Wages and Benefits	\$77 <i>,</i> 760	\$75,410	\$2 <i>,</i> 350	
Maintenance Materials and Supplies	0	28,500	(28,500)	
Total Expenses	77,760	103,910	(26,150)	
Operating (Surplus) Deficit	77,760	103,910	(26,150)	
CAPITAL AND INTERFUND TRANSACTIONS				
TOTAL (SURPLUS) DEFICIT	77,760	103,910	(26,150)	

FUNCTIONAL AREA: FINANCIAL SERVICES AND PAYROLL

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$25,000)	(\$25,000)	\$0
Sundry	(17,000)	(17,000)	0
Total Revenues	(42,000)	(42,000)	0
EXPENSES			
Salaries Wages and Benefits	1,379,450	1,214,220	165,230
Contracted and General Services	1,500	2,100	(600)
Financial Charges	1,700	1,330	370
Fleet Expenses	1,520	1,520	0
Maintenance Materials and Supplies	292,910	224,440	68,470
Total Expenses	1,677,080	1,443,610	233,470
Operating (Surplus) Deficit	1,635,080	1,401,610	233,470
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (CLIPPLIES DEFICIT	1 635 000	1 401 610	222.470
TOTAL (SURPLUS) DEFICIT	1,635,080	1,401,610	233,470

FUNCTIONAL AREA: PURCHASING AND STORES

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES	•		
EXPENSES			
Salaries Wages and Benefits	\$334,490	\$334,010	\$480
Financial Charges	5,600	5,600	0
Fleet Expenses	5,520	5,520	0
Maintenance Materials and Supplies	12,530	17,030	(4,500)
Total Expenses	358,140	362,160	(4,020)
Operating (Surplus) Deficit	358,140	362,160	(4,020)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	358,140	362,160	(4,020)

FUNCTIONAL AREA: PARKING TICKETS AND METERS

	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES			
User Charges and Fees	(\$510,500)	(\$540,500)	\$30,000
Interest and Penalties	(459,000)	(450,000)	(9,000)
Total Revenues	(969,500)	(990,500)	21,000
EXPENSES			
Salaries Wages and Benefits	364,880	358,010	6,870
Financial Charges	2,650	2,650	0
Fleet Expenses	30,000	26,520	3,480
Maintenance Materials and Supplies	18,730	34,680	(15,950)
Total Expenses	416,260	421,860	(5,600)
Operating (Surplus) Deficit	(553,240)	(568,640)	15,400
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	(553,240)	(568,640)	15,400

# **CITY OF PRINCE ALBERT** GENERAL FUND

FUNCTIONAL AREA: IMPOUND LOT

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			_
User Charges and Fees	(\$423,450)	(\$434,970)	\$11,520
Sundry	(34,800)	(35,820)	1,020
Total Revenues	(458,250)	(470,790)	12,540
EXPENSES			
Salaries Wages and Benefits	2,800	3,300	(500)
Contracted and General Services	96,310	100,280	(3,970)
Financial Charges	1,500	1,500	0
Utilities	7,700	7,300	400
Fleet Expenses	1,500	1,500	0
Maintenance Materials and Supplies	63,460	56,380	7,080
Insurance	1,520	1,520	0
Bad Debt Expense	33,510	32,400	1,110
Total Expenses	208,300	204,180	4,120
Operating (Surplus) Deficit	(249,950)	(266,610)	16,660
	•	•	
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	(249,950)	(266,610)	16,660

### CITY OF PRINCE ALBERT

GENERAL FUND

FUNCTIONAL AREA: FIRE ADMINISTRATION

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			_
Sundry	(\$15,000)	\$0	(\$15,000)
Total Revenues	(15,000)	0	(15,000)
	. , ,		
EXPENSES			
Salaries Wages and Benefits	1,150,530	1,108,970	41,560
Contracted and General Services	15,000	0	15,000
Maintenance Materials and Supplies	66,170	61,550	4,620
Insurance	160	150	10
	4 224 222	4 470 670	64.400
Total Expenses	1,231,860	1,170,670	61,190
Operating (Surplus) Deficit	1,216,860	1,170,670	46,190
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	1,216,860	1,170,670	46,190

## **CITY OF PRINCE ALBERT** GENERAL FUND

FUNCTIONAL AREA: FIRE FIGHTING

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$319,030)	(\$301,430)	(\$17,600)
Sundry	(47,600)	(43,600)	(4,000)
Total Davison	(200,020)	(245.020)	(24,600)
Total Revenues	(366,630)	(345,030)	(21,600)
EXPENSES			
Salaries Wages and Benefits	5,733,830	5,682,190	51,640
Contracted and General Services	10,280	1,000	9,280
Maintenance Materials and Supplies	165,100	152,100	13,000
Total Expenses	5,909,210	5,835,290	73,920
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Operating (Surplus) Deficit	5,542,580	5,490,260	52,320
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	5,542,580	5,490,260	52,320

## **CITY OF PRINCE ALBERT** GENERAL FUND

FUNCTIONAL AREA: FIRE PREVENTION

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$4,000)	(\$4,000)	\$0
Total Revenues	(4,000)	(4,000)	0
EXPENSES			
Salaries Wages and Benefits	300,650	294,270	6,380
Maintenance Materials and Supplies	13,030	13,010	20
Total Expenses	313,680	307,280	6,400
Operating (Surplus) Deficit	309,680	303,280	6,400
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	309,680	303,280	6,400

FUNCTIONAL AREA: FIRE FLEET AND EQUIPMENT

	2022	2021	(Favourable) Unfavourable
	Budget	Budget	Change
REVENUES	244801	200800	
User Charges and Fees	(\$5,000)	(\$5,000)	\$0
Total Revenues	(5,000)	(5,000)	0
EXPENSES			
Salaries Wages and Benefits	1,850	1,850	0
Fleet Expenses	520,830	517,830	3,000
Maintenance Materials and Supplies	131,200	124,830	6,370
Insurance	50	160	(110)
Total Expenses	653,930	644,670	9,260
Operating (Surplus) Deficit	648,930	639,670	9,260
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	648,930	639,670	9,260

FUNCTIONAL AREA: FIRE BUILDING MAINTENANCE

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Salaries Wages and Benefits	\$11,480	\$11,480	\$0
Contracted and General Services	2,500	2,500	0
Utilities	41,200	38,570	2,630
Maintenance Materials and Supplies	54,000	31,000	23,000
Insurance	2,950	2,950	0
Total Expenses	112,130	86,500	25,630
Operating (Surplus) Deficit	112,130	86,500	25,630
operating (our plas) benet			23,030
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	112,130	86,500	25,630

FUNCTIONAL AREA: ALFRED JENKINS FIELD HOUSE

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$538,250)	(\$538,250)	\$0
Operating Grants and Donations	(3,000)	(3,000)	0
Sundry	(83,500)	(83,500)	0
Total Revenues	(624,750)	(624,750)	0
EVENOCE			
EXPENSES	500.000	40.4.500	6.250
Salaries Wages and Benefits	500,830	494,580	6,250
Contracted and General Services	50,820	50,820	0
Financial Charges	14,690	14,690	0
Utilities	148,690	161,290	(12,600)
Fleet Expenses	5,530	7,600	(2,070)
Maintenance Materials and Supplies	78,040	79,170	(1,130)
Insurance	34,010	33,240	770
Total Expenses	832,610	841,390	(8,780)
		, , , , , , , , ,	(-,,
Operating (Surplus) Deficit	207,860	216,640	(8,780)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	207,860	216,640	(8,780)

FUNCTIONAL AREA: ART HAUSER CENTRE

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$800,280)	(\$800,280)	\$0
Sundry	(9,460)	(9,460)	0
Total Revenues	(809,740)	(809,740)	0
EXPENSES			
Salaries Wages and Benefits	735,160	735,100	60
Contracted and General Services	24,370	24,370	0
Financial Charges	12,710	12,710	0
Utilities	269,420	317,920	(48,500)
Fleet Expenses	50,000	45,810	4,190
Maintenance Materials and Supplies	284,660	284,570	90
Insurance	57,100	55,060	2,040
Total Expenses	1,433,420	1,475,540	(42,120)
Operating (Surplus) Deficit	623,680	665,800	(42,120)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	623,680	665,800	(42,120)

## **CITY OF PRINCE ALBERT** GENERAL FUND

FUNCTIONAL AREA: ARTS CENTRE

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$60,000)	(\$60,000)	\$0
Operating Grants and Donations	(10,000)	(10,000)	0
Total Revenues	(70,000)	(70,000)	0
EXPENSES			
Salaries Wages and Benefits	124,210	103,650	20,560
Contracted and General Services	37,600	55,600	(18,000)
Financial Charges	2,420	2,420	0
Utilities	13,400	15,300	(1,900)
Maintenance Materials and Supplies	23,080	25,580	(2,500)
Insurance	1,780	1,720	60
Total Expenses	202,490	204,270	(1,780)
Operating (Surplus) Deficit	132,490	134,270	(1,780)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	132,490	134,270	(1,780)

FUNCTIONAL AREA: BERNICE SAYESE CENTRE

	2022	2024	(Favourable) Unfavourable
	2022 Budget	2021 Budget	Change
REVENUES	Duuget	Dauget	Change
User Charges and Fees	(\$11,500)	(\$11,500)	\$0
Total Revenues	(11,500)	(11,500)	0
EXPENSES			
Salaries Wages and Benefits	7,640	7,640	0
Contracted and General Services	6,000	6,000	0
Grants and Donations	16,580	16,580	0
Utilities	34,260	34,360	(100)
Maintenance Materials and Supplies	7,450	7,450	0
Insurance	4,570	4,390	180
Total Expenses	76,500	76,420	80
Operating (Surplus) Deficit	65,000	64,920	80
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	65,000	64,920	80

# **CITY OF PRINCE ALBERT** GENERAL FUND

FUNCTIONAL AREA: CEMETERY

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$131,000)	(\$131,000)	\$0
Sundry	(10,000)	(10,000)	0
Total Revenues	(141,000)	(141,000)	0
EVENUES			
EXPENSES	474.000	454.000	
Salaries Wages and Benefits	154,090	154,090	0
Contracted and General Services	2,500	2,500	0
Utilities	5,270	5,070	200
Fleet Expenses	48,980	48,980	0
Maintenance Materials and Supplies	29,000	29,000	0
Insurance	410	390	20
Total Expenses	240,250	240,030	220
Operating (Surplus) Deficit	99,250	99,030	220
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	99,250	99,030	220

FUNCTIONAL AREA: CITY HALL - FACILITIES MAINTENA

	2022	2021	(Favourable) Unfavourable
	Budget	Budget	Change
REVENUES	•		
EXPENSES			
Salaries Wages and Benefits	\$205,450	\$149,950	\$55,500
Contracted and General Services	53,640	109,140	(55,500)
Utilities	98,280	96,280	2,000
Fleet Expenses	390	390	0
Maintenance Materials and Supplies	42,450	42,350	100
Insurance	10,560	10,120	440
Total Expenses	410,770	408,230	2,540
Operating (Surplus) Deficit	410,770	408,230	2,540
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	410,770	408,230	2,540

### CITY OF PRINCE ALBERT

GENERAL FUND

FUNCTIONAL AREA: COMMUNITY CLUBS

			(Favourable)	
	2022	2021	Unfavourable	
	Budget	Budget	Change	
REVENUES				
User Charges and Fees	(\$29,180)	(\$29,180)	\$0	
Total Revenues	(29,180)	(29,180)	0	
EXPENSES				
	22.000	22.660	0	
Salaries Wages and Benefits	22,660	22,660	0	
Contracted and General Services	15,000	15,000	(30,000)	
Grants and Donations	160,220	180,220	(20,000)	
Utilities	162,860	173,360	(10,500)	
Fleet Expenses	500	770	(270)	
Maintenance Materials and Supplies	5,700	5,700	0	
Insurance	29,400	28,430	970	
Total Expenses	396,340	426,140	(29,800)	
Operating (Surplus) Deficit	367,160	396,960	(29,800)	
CAPITAL AND INTERFUND TRANSACTIONS			_	
TOTAL (SURPLUS) DEFICIT	367,160	396,960	(29,800)	

FUNCTIONAL AREA: COMMUNITY SERVICES ADMINISTRATION

	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES			
Operating Grants and Donations	(\$27,500)	(\$27,500)	\$0
Total Revenues	(27,500)	(27,500)	0
EXPENSES			
Salaries Wages and Benefits	507,110	497,320	9,790
Utilities	400	400	0
Fleet Expenses	1,780	1,780	0
Maintenance Materials and Supplies	147,320	49,050	98,270
Total Expenses	656,610	548,550	108,060
Operating (Surplus) Deficit	629,110	521,050	108,060
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	629,110	521,050	108,060

FUNCTIONAL AREA: COOKE MUNICIPAL GOLF COURSE

	2022	2021	(Favourable) Unfavourable
REVENUES	Budget	Budget	Change
User Charges and Fees	(\$1,089,100)	(\$1,089,100)	\$0
Operating Grants and Donations	(26,000)	(26,000)	30 0
Operating drants and Donations	(20,000)	(20,000)	
Total Revenues	(1,115,100)	(1,115,100)	0
EXPENSES			
Salaries Wages and Benefits	334,130	351,030	(16,900)
Contracted and General Services	178,480	178,480	0
Financial Charges	13,000	13,000	0
Grants and Donations	65,200	65,200	0
Utilities	124,540	94,700	29,840
Interest on Long Term Debt	66,150	68,330	(2,180)
Fleet Expenses	201,710	201,710	0
Maintenance Materials and Supplies	121,070	134,240	(13,170)
Insurance	2,400	2,360	40
Total Expenses	1,106,680	1,109,050	(2,370)
Operating (Surplus) Deficit	(8,420)	(6,050)	(2,370)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	(8,420)	(6,050)	(2,370)

FUNCTIONAL AREA: PRINCE ALBERT GOLF AND CURLING CENTRE

	2022	2021	(Favourable) Unfavourable
	Budget	Budget	Change
REVENUES		244601	
EXPENSES			
Salaries Wages and Benefits	\$5,620	\$5,620	\$0
Financial Charges	8,000	0	8,000
Fleet Expenses	1,000	2,320	(1,320)
Maintenance Materials and Supplies	12,880	12,880	0
Insurance	8,500	8,780	(280)
Total Expenses	36,000	29,600	6,400
Operating (Surplus) Deficit	36,000	29,600	6,400
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	36,000	29,600	6,400

FUNCTIONAL AREA: EA RAWLINSON CENTRE

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$717,800)	(\$717,800)	\$0
Operating Grants and Donations	(2,500)	(2,500)	0
Sundry	(65,000)	(65,000)	0
Total Revenues	(785,300)	(785,300)	0
EXPENSES			
Salaries Wages and Benefits	552,800	533,170	19,630
Contracted and General Services	337,310	343,310	(6,000)
Financial Charges	13,000	13,000	0
Utilities	124,630	125,430	(800)
Maintenance Materials and Supplies	151,200	151,200	0
Insurance	11,110	10,700	410
Total Expenses	1,190,050	1,176,810	13,240
Operating (Surplus) Deficit	404,750	391,510	13,240
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (CURRILIE) REFICIT	404 755	204 542	42.212
TOTAL (SURPLUS) DEFICIT	404,750	391,510	13,240

### CITY OF PRINCE ALBERT

GENERAL FUND

FUNCTIONAL AREA: CITY BEAUTIFICATION

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Salaries Wages and Benefits	\$20,080	\$20,080	\$0
Contracted and General Services	35,000	35,000	0
Fleet Expenses	500	0	500
Maintenance Materials and Supplies	20,720	20,720	0
Total Expenses	76,300	75,800	500
Operating (Surplus) Deficit	76,300	75,800	500
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	76,300	75,800	500

### CITY OF PRINCE ALBERT

GENERAL FUND

FUNCTIONAL AREA: FRANK J. DUNN POOL

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$215,000)	(\$215,000)	\$0
Sundry	(5,400)	(5,400)	0
Total Revenues	(220,400)	(220,400)	0
EXPENSES			
Salaries Wages and Benefits	358,700	373,040	(14,340)
Contracted and General Services	29,620	29,620	0
Financial Charges	5,200	5,200	0
Maintenance Materials and Supplies	307,100	318,330	(11,230)
Total Expenses	700,620	726,190	(25,570)
Operating (Surplus) Deficit	480,220	505,790	(25,570)
CAPITAL AND INTERFUND TRANSACTIONS			
ON THE ARD INTERNIORD HARBACTIONS			
TOTAL (SURPLUS) DEFICIT	480,220	505,790	(25,570)

FUNCTIONAL AREA: PRINCE ALBERT PUBLIC LIBRARY - MAINTENANCE

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Salaries Wages and Benefits	\$6,260	\$6,260	\$0
Utilities	850	850	0
Maintenance Materials and Supplies	7,380	7,380	0
Insurance	5,590	6,460	(870)
Total Expenses	20,080	20,950	(870)
Operating (Surplus) Deficit	20,080	20,950	(870)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	20,080	20,950	(870)

FUNCTIONAL AREA: KINSMEN ARENA

			(Favourable) Unfavourable
	2022	2021	
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$332,420)	(\$332,420)	\$0
Sundry	(6,090)	(6,090)	0
Total Revenues	(338,510)	(338,510)	0
EXPENSES			
Salaries Wages and Benefits	287,620	285,210	2,410
Contracted and General Services	2,700	2,700	0
Financial Charges	7,030	7,030	0
Utilities	141,630	140,230	1,400
Fleet Expenses	26,210	26,210	0
Maintenance Materials and Supplies	66,250	72,250	(6,000)
Insurance	6,850	6,600	250
Total Expenses	538,290	540,230	(1,940)
Operating (Surplus) Deficit	199,780	201,720	(1,940)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	199,780	201,720	(1,940)

FUNCTIONAL AREA: KINSMEN PARK

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Salaries Wages and Benefits	\$41,380	\$41,580	(\$200)
Contracted and General Services	12,980	12,980	0
Utilities	28,300	26,900	1,400
Fleet Expenses	13,770	15,770	(2,000)
Maintenance Materials and Supplies	20,600	26,600	(6,000)
Insurance	2,130	4,160	(2,030)
Total Expenses	119,160	127,990	(8,830)
Operating (Surplus) Deficit	119,160	127,990	(8,830)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	119,160	127,990	(8,830)

FUNCTIONAL AREA: KINSMEN SKI HILL

	2022	2021	(Favourable) Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Salaries Wages and Benefits	\$9,160	\$10,460	(\$1,300)
Contracted and General Services	0	23,080	(23,080)
Grants and Donations	25,000	0	25,000
Fleet Expenses	32,070	32,070	0
Maintenance Materials and Supplies	20,790	21,040	(250)
Insurance	3,050	2,980	70
Total Expenses	90,070	89,630	440
Total Expenses	30,070	89,030	440
Operating (Surplus) Deficit	90,070	89,630	440
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	90,070	89,630	440

FUNCTIONAL AREA: KINSMEN WATER PARK

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$203,390)	(\$203,390)	\$0
Sundry	(20,500)	(20,500)	0
			_
Total Revenues	(223,890)	(223,890)	0
EVENUES			
EXPENSES		224 222	0.450
Salaries Wages and Benefits	312,730	304,280	8,450
Financial Charges	4,500	4,500	0
Utilities	14,590	14,590	0
Fleet Expenses	1,540	1,540	0
Maintenance Materials and Supplies	71,210	71,610	(400)
Insurance	2,120	0	2,120
Total Expenses	406,690	396,520	10,170
Operating (Surplus) Deficit	182,800	172,630	10,170
Operating (Surplus) Deficit	102,000	172,030	10,170
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	182,800	172,630	10,170

FUNCTIONAL AREA: LITTLE RED PARK

	2022	2024	(Favourable)
	2022 Budget	2021 Budget	Unfavourable Change
REVENUES	Buuget	Buuget	Change
REVEROES			
EXPENSES			
Salaries Wages and Benefits	\$80,000	\$38,800	\$41,200
Contracted and General Services	2,000	100,960	(98,960)
Grants and Donations	71,600	5,000	66,600
Utilities	48,400	45,800	2,600
Fleet Expenses	4,940	4,940	0
Maintenance Materials and Supplies	47,860	42,860	5,000
Insurance	9,600	9,240	360
Total Expenses	264,400	247,600	16,800
, in the second		,	
Operating (Surplus) Deficit	264,400	247,600	16,800
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	264,400	247,600	16,800

FUNCTIONAL AREA: MARGO FOURNIER CENTRE

	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES			
User Charges and Fees	(\$51,960)	(\$51,960)	\$0
Total Revenues	(51,960)	(51,960)	0
EXPENSES			
Salaries Wages and Benefits	147,990	110,640	37,350
Contracted and General Services	18,800	56,150	(37,350)
Financial Charges	1,200	1,200	0
Utilities	53,100	48,200	4,900
Maintenance Materials and Supplies	21,400	21,250	150
Insurance	10,950	10,570	380
Total Expenses	253,440	248,010	5,430
Operating (Surplus) Deficit	201,480	196,050	5,430
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	201,480	196,050	5,430

### CITY OF PRINCE ALBERT

GENERAL FUND

FUNCTIONAL AREA: MUSEUMS

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
Operating Grants and Donations	(\$20,000)	(\$20,000)	\$0
Total Revenues	(20,000)	(20,000)	0
EXPENSES			
Salaries Wages and Benefits	119,970	119,970	0
Contracted and General Services	600	600	0
Utilities	22,410	21,710	700
Maintenance Materials and Supplies	19,980	7,980	12,000
Insurance	3,720	3,590	130
Total Expenses	166,680	153,850	12,830
Operating (Surplus) Deficit	146,680	133,850	12,830
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	146,680	133,850	12,830

FUNCTIONAL AREA: OTHER FACILITIES - MAINTENANCE

			(Favourable)	
	2022	2021	Unfavourable	
	Budget	Budget	Change	
REVENUES				
EXPENSES				
Salaries Wages and Benefits	\$126,750	\$126,750	\$0	
Utilities	9,760	9,760	0	
Maintenance Materials and Supplies	330,340	261,490	68,850	
Total Expenses	466,850	398,000	68,850	
Operating (Surplus) Deficit	466,850	398,000	68,850	
CAPITAL AND INTERFUND TRANSACTIONS				
TOTAL (SURPLUS) DEFICIT	466,850	398,000	68,850	

# **CITY OF PRINCE ALBERT** GENERAL FUND

FUNCTIONAL AREA: PARKS

FUNCTIONAL AREA: PARKS			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES		<u> </u>	
User Charges and Fees	(\$8,000)	(\$8,000)	\$0
Total Revenues	(8,000)	(8,000)	0
EXPENSES			
Salaries Wages and Benefits	818,840	811,040	7,800
Contracted and General Services	160,600	81,800	78,800
Grants and Donations	30,780	30,780	0
Utilities	4,000	4,500	(500)
Fleet Expenses	478,270	496,660	(18,390)
Maintenance Materials and Supplies	102,720	102,390	330
Insurance	22,150	21,080	1,070
Total Expenses	1,617,360	1,548,250	69,110
Operating (Surplus) Deficit	1,609,360	1,540,250	69,110
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	1,609,360	1,540,250	69,110

FUNCTIONAL AREA: PLAYGROUNDS AND PLAYSTRUCTURES

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			_
User Charges and Fees	(\$2,600)	(\$2,600)	\$0
Operating Grants and Donations	(20,000)	(20,000)	0
			_
Total Revenues	(22,600)	(22,600)	0
EXPENSES			
Salaries Wages and Benefits	131,820	126,620	5,200
Contracted and General Services	8,100	8,100	0
Utilities	3,700	3,600	100
Fleet Expenses	1,710	1,710	0
Maintenance Materials and Supplies	90,450	90,650	(200)
Insurance	900	0	900
Total Expenses	236,680	230,680	6,000
		,	
Operating (Surplus) Deficit	214,080	208,080	6,000
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	214,080	208,080	6,000

FUNCTIONAL AREA: OUTDOOR SPORTS FIELDS

TONOTION LETTERS. COTPOUNT OF THE FEE	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES		<u> </u>	
User Charges and Fees	(\$160,680)	(\$160,680)	\$0
Sundry	(34,300)	(34,300)	0
Total Revenues	(194,980)	(194,980)	0
EXPENSES			
Salaries Wages and Benefits	217,650	224,030	(6,380)
Contracted and General Services	15,610	15,610	0
Financial Charges	400	400	0
Grants and Donations	6,500	6,500	0
Utilities	35,600	29,400	6,200
Fleet Expenses	32,520	33,350	(830)
Maintenance Materials and Supplies	71,010	75,010	(4,000)
Insurance	13,240	13,260	(20)
Total Expenses	392,530	397,560	(5,030)
Operating (Surplus) Deficit	197,550	202,580	(5,030)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	197,550	202,580	(5,030)

### CITY OF PRINCE ALBERT

GENERAL FUND

FUNCTIONAL AREA: RECREATION

TOTO HOLVE THE STEATHOR	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES			
Operating Grants and Donations	(\$5,000)	(\$5,000)	\$0
Sundry	(5,000)	(5,000)	0
Total Revenues	(10,000)	(10,000)	0
EXPENSES			
Salaries Wages and Benefits	572,680	574,020	(1,340)
Contracted and General Services	18,000	10,100	7,900
Fleet Expenses	4,060	4,060	0
Maintenance Materials and Supplies	88,080	98,080	(10,000)
Insurance	340	330	10
Total Expenses	683,160	686,590	(3,430)
Operating (Surplus) Deficit	673,160	676,590	(3,430)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	673,160	676,590	(3,430)

### CITY OF PRINCE ALBERT

GENERAL FUND

FUNCTIONAL AREA: SASKATCHEWAN LOTTERIES PROGAM

	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES	Duaget	Baager	Change
Operating Grants and Donations	(\$142,980)	(\$142,980)	\$0
Total Revenues	(142,980)	(142,980)	0
EXPENSES			
Grants and Donations	142,980	142,980	0
Total Expenses	142,980	142,980	0
CAPITAL AND INTERFUND TRANSACTIONS			

FUNCTIONAL AREA: SKATEBOARD PARK

	2022	2021	(Favourable) Unfavourable
REVENUES	Budget	Budget	Change
EXPENSES			
Salaries Wages and Benefits	\$13,040	\$13,040	\$0
Contracted and General Services	9,900	9,900	0
Utilities	2,300	3,130	(830)
Maintenance Materials and Supplies	1,050	1,050	0
Total Expenses	26,290	27,120	(830)
Operating (Surplus) Deficit	26,290	27,120	(830)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	26,290	27,120	(830)

FUNCTIONAL AREA: DAVE G. STEUART ARENA

			(Favourable) Unfavourable
	2022	2021	
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$215,270)	(\$215,270)	\$0
Sundry	(3,530)	(3,530)	0
Total Revenues	(218,800)	(218,800)	0
EXPENSES			
Salaries Wages and Benefits	218,130	215,910	2,220
Contracted and General Services	4,100	4,100	0
Financial Charges	5,560	5,560	0
Utilities	91,590	92,690	(1,100)
Fleet Expenses	20,000	21,200	(1,200)
Maintenance Materials and Supplies	32,610	40,560	(7,950)
Insurance	3,540	3,410	130
Total Expenses	375,530	383,430	(7,900)
Operating (Surplus) Deficit	156,730	164,630	(7,900)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	156,730	164,630	(7,900)

FUNCTIONAL AREA: TOURIST INFORMATION CENTRE

	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES			
User Charges and Fees	(\$5,700)	(\$5,700)	\$0
Total Revenues	(5,700)	(5,700)	0
EXPENSES			
Salaries Wages and Benefits	5,170	5,170	0
Contracted and General Services	7,120	7,120	0
Utilities	8,000	8,000	0
Maintenance Materials and Supplies	6,730	6,730	0
Insurance	1,160	1,110	50
Total Expenses	28,180	28,130	50
Operating (Surplus) Deficit	22,480	22,430	50
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	22,480	22,430	50

FUNCTIONAL AREA: PUBLIC WORKS ADMINISTRATION

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$25,000)	(\$20,530)	(\$4,470)
Total Revenues	(25,000)	(20,530)	(4,470)
EXPENSES			
Salaries Wages and Benefits	724,540	777,670	(53,130)
Fleet Expenses	33,800	31,800	2,000
Maintenance Materials and Supplies	201,950	146,130	55,820
Insurance	3,630	3,340	290
Total Expenses	963,920	958,940	4,980
Operating (Surplus) Deficit	938,920	938,410	510
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	938,920	938,410	510

FUNCTIONAL AREA: MUNICIPAL SERVICE CENTRE

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Salaries Wages and Benefits	\$116,510	\$120,240	(\$3,730)
Contracted and General Services	16,000	16,000	0
Utilities	72,680	76,680	(4,000)
Fleet Expenses	49,170	45,370	3,800
Maintenance Materials and Supplies	(115,570)	(156,130)	40,560
Insurance	9,540	9,320	220
Total Expenses	148,330	111,480	36,850
Operating (Surplus) Deficit	148,330	111,480	36,850
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	148,330	111,480	36,850

FUNCTIONAL AREA: OLD CITY YARDS

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Salaries Wages and Benefits	\$43,410	\$37,210	\$6,200
Contracted and General Services	21,340	21,340	0
Utilities	47,500	54,180	(6,680)
Fleet Expenses	320	320	0
Maintenance Materials and Supplies	(31,630)	(91,100)	59,470
Insurance	8,790	8,500	290
			_
Total Expenses	89,730	30,450	59,280
Operating (Surplus) Deficit	89,730	30,450	59,280
operating (surplus) benefit	05,750	30,430	33,200
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	89,730	30,450	59,280

FUNCTIONAL AREA: BACKLANES MAINTENANCE

FUNCTIONAL AREA: BACKLANES MAINTENANCE	2022	2021	(Favourable) Unfavourable
	Budget	Budget	Change
REVENUES		<u> </u>	<u> </u>
EXPENSES			
Salaries Wages and Benefits	\$27,310	\$30,710	(\$3,400)
Contracted and General Services	15,000	15,000	0
Fleet Expenses	27,000	27,000	0
Maintenance Materials and Supplies	11,000	20,200	(9,200)
Total Expenses	80,310	92,910	(12,600)
Operating (Surplus) Deficit	80,310	92,910	(12,600)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	80,310	92,910	(12,600)

GENERAL FUND

FUNCTIONAL AREA: SIDEWALKS

FUNCTIONAL AREA: SIDEWALKS			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES	Duuget	buuget	Change
EXPENSES			
Salaries Wages and Benefits	\$34,630	\$34,630	\$0
Contracted and General Services	155,000	154,240	760
Fleet Expenses	9,240	9,240	0
Maintenance Materials and Supplies	28,000	28,000	0
			_
Total Expenses	226,870	226,110	760
Operating (Surplus) Deficit	226,870	226,110	760
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	226,870	226,110	760

GENERAL FUND

FUNCTIONAL AREA: SNOW DOWNTOWN

FUNCTIONAL AREA. SNOW DOWNTOWN			/F 11.
	2022	2021	(Favourable) Unfavourable
DEVENUES	Budget	Budget	Change
REVENUES			
EXPENSES			
Salaries Wages and Benefits	\$81,500	\$81,500	\$0
Fleet Expenses	52,600	52,600	0
Maintenance Materials and Supplies	20,600	16,400	4,200
Total Expenses	154,700	150,500	4,200
Operating (Surplus) Deficit	154,700	150,500	4,200
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	154,700	150,500	4,200

FUNCTIONAL AREA: SNOW MANAGEMENT

			(Favourable)	
	2022	2021	Unfavourable	
	Budget	Budget	Change	
REVENUES				
EVERNOR				
EXPENSES				
Salaries Wages and Benefits	\$479,260	\$411,350	\$67,910	
Fleet Expenses	370,140	370,140	0	
Maintenance Materials and Supplies	260,500	186,500	74,000	
Total Expenses	1,109,900	967,990	141,910	
Operating (Surplus) Deficit	1,109,900	967,990	141,910	
CAPITAL AND INTERFUND TRANSACTIONS				
TOTAL (SURPLUS) DEFICIT	1,109,900	967,990	141,910	

GENERAL FUND

FUNCTIONAL AREA: STREET LIGHTING

FUNCTIONAL AREA. STREET LIGHTING			<b>/</b> =
			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Utilities	\$944,500	\$943,800	\$700
Total Expenses	944,500	943,800	700
Operating (Surplus) Deficit	944,500	943,800	700
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	944,500	943,800	700

GENERAL FUND

FUNCTIONAL AREA: STREETS AND ROADS

	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES			
Operating Grants and Donations	(\$375,000)	(\$375,000)	\$0
Total Revenues	(375,000)	(375,000)	0
EXPENSES			
Salaries Wages and Benefits	448,200	451,670	(3,470)
Contracted and General Services	175,300	175,300	0
Utilities	1,100	1,100	0
Fleet Expenses	228,580	232,550	(3,970)
Maintenance Materials and Supplies	154,850	145,760	9,090
Total Expenses	1,008,030	1,006,380	1,650
Operating (Surplus) Deficit	633,030	631,380	1,650
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	633,030	631,380	1,650

FUNCTIONAL AREA: STREET SWEEPING

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Salaries Wages and Benefits	\$127,310	\$136,010	(\$8,700)
Fleet Expenses	142,080	142,080	0
Maintenance Materials and Supplies	8,500	(134,800)	143,300
Total Expenses	277,890	143,290	134,600
Operating (Surplus) Deficit	277,890	143,290	134,600
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	277,890	143,290	134,600

GENERAL FUND

FUNCTIONAL AREA: PARKING LOTS

	2022	2021	(Favourable) Unfavourable
	Budget	Budget	Change
REVENUES		<u> </u>	
User Charges and Fees	(\$104,000)	(\$84,000)	(\$20,000)
Total Revenues	(104,000)	(84,000)	(20,000)
EXPENSES			
Salaries Wages and Benefits	750	750	0
Contracted and General Services	0	340	(340)
Utilities	4,300	4,300	0
Maintenance Materials and Supplies	610	610	0
Total Expenses	5,660	6,000	(340)
Operating (Surplus) Deficit	(98,340)	(78,000)	(20,340)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	(98,340)	(78,000)	(20,340)

FUNCTIONAL AREA: TRAFFIC COUNTS AND LANE MARKING

	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES			
User Charges and Fees	(\$1,000)	(\$1,000)	\$0
Total Revenues	(1,000)	(1,000)	0
EXPENSES			
Salaries Wages and Benefits	47,240	75,640	(28,400)
Contracted and General Services	68,950	68,950	0
Fleet Expenses	3,930	3,930	0
Maintenance Materials and Supplies	33,390	33,890	(500)
Total Expenses	153,510	182,410	(28,900)
Operating (Surplus) Deficit	152,510	181,410	(28,900)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	152,510	181,410	(28,900)

GENERAL FUND

FUNCTIONAL AREA: TRAFFIC LIGHTS

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
			_
EXPENSES			
Salaries Wages and Benefits	\$132,760	\$132,760	\$0
Utilities	27,700	27,400	300
Fleet Expenses	33,160	33,160	0
Maintenance Materials and Supplies	153,100	133,100	20,000
Total Expenses	346,720	326,420	20,300
Operating (Surplus) Deficit	346,720	326,420	20,300
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	346,720	326,420	20,300

# **CITY OF PRINCE ALBERT** GENERAL FUND

FUNCTIONAL AREA: TRAFFIC SIGNS

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$14,500)	(\$14,500)	\$0
Total Revenues	(14,500)	(14,500)	0
EXPENSES			
Salaries Wages and Benefits	186,530	169,610	16,920
Contracted and General Services	400	400	10,520
Utilities	2,900	3,400	(500)
	63,600	63,600	(500)
Fleet Expenses  Maintenance Materials and Supplies	66,250	48,000	18,250
Insurance	890	46,000 870	16,230
insurance	030	870	
Total Expenses	320,570	285,880	34,690
Operating (Surplus) Deficit	306,070	271,380	34,690
CAPITAL AND INTERFUND TRANSACTIONS			
OAL TIAL AND INTERNIORS TRANSPORTERS			
TOTAL (SURPLUS) DEFICIT	306,070	271,380	34,690

GENERAL FUND

FUNCTIONAL AREA: CITY PUBLIC TRANSIT

	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES	•		
User Charges and Fees	(\$615,620)	(\$608,620)	(\$7,000)
Operating Grants and Donations	(280,000)	(280,000)	0
Total Revenues	(895,620)	(888,620)	(7,000)
EXPENSES			
Contracted and General Services	1,370,410	1,311,000	59,410
Interest on Long Term Debt	51,950	59,830	(7,880)
Fleet Expenses	349,660	229,400	120,260
Maintenance Materials and Supplies	67,320	57,280	10,040
Total Expenses	1,839,340	1,657,510	181,830
Operating (Surplus) Deficit	943,720	768,890	174,830
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	943,720	768,890	174,830

FUNCTIONAL AREA: POLICE SERVICES

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
User Charges and Fees	(\$1,025,610)	(\$1,034,650)	\$9,040
Operating Grants and Donations	(4,108,670)	(3,533,660)	(575,010)
Total Revenues	(5,134,280)	(4,568,310)	(565,970)
EXPENSES			
Salaries Wages and Benefits	19,210,500	18,025,620	1,184,880
Contracted and General Services	1,300,810	1,335,080	(34,270)
Financial Charges	750	620	130
Utilities	129,900	130,900	(1,000)
Interest on Long Term Debt	6,760	6,760	0
Fleet Expenses	781,480	773,440	8,040
Maintenance Materials and Supplies	1,743,200	1,560,920	182,280
Insurance	17,980	17,780	200
Total Expenses	23,191,380	21,851,120	1,340,260
Operating (Surplus) Deficit	18,057,100	17,282,810	774,290
CAPITAL AND INTERFUND TRANSACTIONS			
OALITAL AND INTERESTED TRANSPORTERS			
TOTAL (SURPLUS) DEFICIT	18,057,100	17,282,810	774,290

FUNCTIONAL AREA: PRINCE ALBERT DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

			(Favourable)
	2022	2021	Unfavourable
DEVENUE 0	Budget	Budget	Change
REVENUES			
Taxation	(\$78,000)	(\$78,000)	\$0
Total Revenues	(78,000)	(78,000)	0
EXPENSES			
Salaries Wages and Benefits	62,800	76,800	(14,000)
Contracted and General Services	10,250	1,650	8,600
Grants and Donations	40,000	40,000	0
Utilities	800	800	0
Maintenance Materials and Supplies	26,150	20,750	5,400
Total Expenses	140,000	140,000	0
Total Expenses	140,000	140,000	
Operating (Surplus) Deficit	62,000	62,000	0
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	62,000	62,000	0

FUNCTIONAL AREA: PRINCE ALBERT PUBLIC LIBRARY

FUNCTIONAL AREA. PRINCE ALDERT PUBLIC LIDRARY			
			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES		<u> </u>	
EXPENSES			
Grants and Donations	\$2,190,420	\$2,124,930	\$65,490
Total Expenses	2,190,420	2,124,930	6F 400
Total Expenses	2,190,420	2,124,930	65,490
Operating (Surplus) Deficit	2,190,420	2,124,930	65,490
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	2,190,420	2,124,930	65,490
	=,150,120	_, 1,550	03,130

GENERAL FUND

FUNCTIONAL AREA: PRINCE ALBERT DISTRICT PLANNNING

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Contracted and General Services	\$0	\$20,000	(\$20,000)
Total Expenses	0	20,000	(20,000)
Operating (Surplus) Deficit	0	20,000	(20,000)
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	0	20,000	(20,000)

FUNCTIONAL AREA: PRINCE ALBERT ARTS BOARD

FUNCTIONAL AREA: PRINCE ALBERT ARTS BOARD	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES		Budget	Change
EXPENSES			
Grants and Donations	\$25,000	\$25,000	\$0
Total Expenses	25,000	25,000	0
Operating (Surplus) Deficit	25,000	25,000	0
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	25,000	25,000	0

GENERAL FUND

FUNCTIONAL AREA: PRINCE ALBERT SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS INC.

			(Favourable)	
	2022	2021	Unfavourable	
	Budget	Budget	Change	
REVENUES				
EXPENSES				
Contracted and General Services	\$229,000	\$229,000	\$0	
Total Expenses	229,000	229,000	0	
Operating (Surplus) Deficit	229,000	229,000	0	
CAPITAL AND INTERFUND TRANSACTIONS				
TOTAL (SURPLUS) DEFICIT	229,000	229,000	0	

FUNCTIONAL AREA: COMMUNITY SERVICE CENTRE - SENIORS TRANSPORTATION

TONCTIONAL AREA. COMMONTT SERVICE CENTRE - SENIC	INS TRANSFORTATIO	IN	
			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Grants and Donations	\$69,500	\$69,500	\$0
Total Expenses	69,500	69,500	0
Operating (Surplus) Deficit	69,500	69,500	0
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	69,500	69,500	0

FUNCTIONAL AREA: COMMUNITY SERVICE CENTRE - SPECIAL NEEDS TRANSPORTATION

			(Favourable)	
	2022	2021	Unfavourable	
	Budget	Budget	Change	
REVENUES				
EXPENSES				
Contracted and General Services	\$571,760	\$537,710	\$34,050	
Grants and Donations	115,700	115,700	0	
Total Expenses	687,460	653,410	34,050	
Operating (Surplus) Deficit	687,460	653,410	34,050	
CAPITAL AND INTERFUND TRANSACTIONS				
TOTAL (SURPLUS) DEFICIT	687,460	653,410	34,050	

FUNCTIONAL AREA: PRINCE ALBERT HOUSING AUTHORITY

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Grants and Donations	\$14,990	\$14,990	\$0
Total Expenses	14,990	14,990	0
Operating (Surplus) Deficit	14,990	14,990	0
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	14,990	14,990	0

FUNCTIONAL AREA: MUSEUMS - PRINCE ALBERT HISTORICAL SOCIETY

			(Favourable)
	2022	2021	Unfavourable
	Budget	Budget	Change
REVENUES			
EXPENSES			
Grants and Donations	\$71,080	\$71,080	\$0
Total Expenses	71,080	71,080	0
Operating (Surplus) Deficit	71,080	71,080	0
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	71,080	71,080	0

GENERAL FUND

FUNCTIONAL AREA: PRINCE ALBERT MOBILE CRISIS

TONOTIONAL AREA. TRINGE AEBERT MOBILE GRIGIO	2022 Budget	2021 Budget	(Favourable) Unfavourable Change
REVENUES			
EXPENSES			
Grants and Donations	\$43,600	\$43,600	\$0
Total Expenses	43,600	43,600	0
Operating (Surplus) Deficit	43,600	43,600	0
CAPITAL AND INTERFUND TRANSACTIONS			
TOTAL (SURPLUS) DEFICIT	43,600	43,600	0

GENERAL FUND

FUNCTIONAL AREA: MANN ART GALLERY

		(Favourable)
2022	2021	Unfavourable
		Change
\$100,000	\$100,000	\$0
100,000	100,000	0
100,000	100,000	0
100,000	100,000	0
	100,000	\$100,000 \$100,000 100,000 100,000

Category 1: Highly Important / Critical			
CORPORATE SERVICE	ES	T	Fortage all c
C1-01 Networking	Capital	Reserve	Externally Funded
Detail: Networking Investment & Renewal Plan: This program includes capital planning for the City's networking infrastructure at all City locations. The City's network enables collaboration and communication between sites and connects to the outside world (for data and telephone services).  Purpose: Switch renewal (remote sites) - \$59,000 for scheduled renewal of all network switches at remote sites with corporate-grade equipment that is fully integrated with the City's core network resulting in increased reliability and improved ability to manage by IT.  SD-WAN Implementation (Remote Sites) - \$75,000 to complete the upgrade of the City's networking infrastructure at remote sites to complete the internet backbone work approved under MEEP. It replaces the radio tower & related equipment due for replacement this year at the same cost. Provides greatly improved service and ability to manage by IT.  Wi-Fi (City Hall) - \$70,000 to Upgraded Wi-Fi at City Hall to address connectivity issues throughout the building and enable uninterrupted participation in online events and meetings. The existing design and equipment were implemented over 10 years ago. Expectations and demand for Wi-Fi have increased as the City has adopted more mobile devices and introduced laptops.		204,000	ranaca

C1-02	End User Computing & Printing	Capital	Reserve	Externally Funded
	Detail: End User Computing & Printing Investment &			i ullucu
	Renewal Plan:			
	This program includes the renewal of computers,			
	laptops, monitors and tablets (to support the mobile			
	workforce). Additionally, for 2022, Retail Point of Sale			
	hardware is due for replacement which was not			
	previously included in IT or departmental budgets. This			
	will be included going forward in planning for equipment			
	renewal. The timing aligns with the selection of a			
	recreation management system in 2022.			
	Purpose: Laptop & workstation renewal - \$35,000 for			
	replacement of computer workstations and laptops as			
	identified in the IT equipment renewal schedule.			
	Monitor renewal - \$6,500 for replacement of computer			
	monitors as identified in the IT equipment renewal			
	schedule.		101,500	
			,	
	Point of Sale/Retail Hardware renewal - \$25,000 for			
	replacement of POS/retail hardware, not previously			
	identified in the IT equipment renewal plan. This			
	equipment is due for replacement within 1-year. The			
	purchase should be made to coincide with the			
	replacement of the recreation management system to ensure compatibility.			
	ensure companismity.			
	Mobile device renewal - \$5,000 for expansion and			
	replacement of City mobile devices to enable the use of			
	devices in the field for use of GIS and work order			
	systems.			
	Printing device renewal - \$30,000 for replacement of			
	printing equipment as identified in the IT equipment			
	renewal schedule.			
	Funding Source: IT Reserve			

C1-03	Communications	Capital	Reserve	Externally Funded
	Detail: Communications Investment & Renewal Plan: This program includes capital planning for the City's telephone systems and data lines. Purpose: This program includes capital planning for the City's telephone systems and data lines. Data line upgrades - \$160,000 for replacement of existing data lines to ensure that phones and workstations are able to consume the improved network speeds available as a result of the data centre replacement completed in 2021. Data lines are outdated and should have been replaced over 10 years ago. Funding Source: IT Reserve		160,000	Tunueu
C1-04	Business Continuity	Capital	Reserve	Externally Funded
	Detail: Business Continuity Investment & Renewal Plan: This program includes capital planning for disaster recovery and backup services to ensure the City can restore information, as required, to satisfy operations and is fully prepared to continue operations in the event of natural disaster or cyber attack.  Purpose: Onsite storage (daily backups) - \$20,000 for scheduled replacement of the City's ageing onsite storage for daily backups. This system allows for quick restoration of files that have been accidentally deleted or have become corrupted through daily operations.  Funding Source: IT Reserve		20,000	
C1-05	Work & Asset Management Systems	Capital	Reserve	Externally Funded
	Detail: Work & Asset Management Systems Investment & Renewal Plan: This program includes capital planning for the City's GIS, asset & work management and related systems.  Purpose: GIS Data Governance - \$38,900 for implementation of an integrated system for data governance that will support shared management of asset information across City departments including Planning & Development, Public Works, Community Services and Finance. This work is essential to ensure that the data created and maintained with the launch of the City's work order and asset management is maintained as changes are made. This work is foundational to enable future expansions and integrations with the WTP and WWTP SCADA systems.  Funding Source: IT Reserve		38,900	

C1-06	Web & Portal Systems	Capital	Reserve	Externally
	Data: It Walt / Dantal Contains Investment & Danson Diag.	1		Funded
	<b>Detail:</b> Web/Portal Systems Investment & Renewal Plan: This program includes capital planning for online and mobile services for residents including the City's website, online payments, recreation programs & registration, resident portal/mobile app and related systems.			
	Purpose: Online Recreation Programming (RPT 21-411) \$22,800 for a new recreation management system that will provide more user-friendly options for residents to identify and register for City programs. The new system is also expected to significantly reduce ongoing operating costs of the system by half, eliminate duplication of point of sale technologies and address regulatory compliance concerns.		22,800	
	Funding Source: IT Reserve			
C1-07	Finance & Admin Systems	Capital	Reserve	Externally Funded
	Detail: Finance & Administrative Systems Investment & Renewal Plan:  This program includes capital planning for financial, HR and other administrative systems including Great Plains, payroll, job postings, time & attendance, budgeting and related systems.  Purpose: Initiatives previously funding that extends into 2022 includes a chart of accounts restructuring, Questica implementation. Additional work required includes:  Time & Attendance (Synerion) Phase 2- \$13,300 for final stage rollout of time and attendance system and related processes for outside workers.  Fixed Asset Solution/Worktech Decommissioning-\$15,000 for implementation of a fixed assets solution for the depreciation that will allow for the decommissioning of the existing work order system. Yields \$18,000 operating savings annually.  Great Plains Subledger consolidation - \$6,000 for subledger enhancements to support online payments for utilities and taxes.		34,300	
CORROR	Funding Source: IT Reserve		F04 F00	
CORPORA	ATE SERVICES TOTAL	-	581,500	-

	COMMUNITY SERVIC	ES		
C1-08	Municipal Service Centre Parking Pedestals	Capital	Reserve	Externally Funded
	Detail: Remove existing parking pedestals and install 20 new parking pedestals.  Purpose: The existing parking pedestals at the MSC are in a dangerous state and require replacement. One of the pedestals requires repair for which the contractor stated the pedestals are original and with bare wiring that is dangerous and does not meet current code.	60,000		
C1-09	Playground Replacement Program	Capital	Reserve	Externally Funded
	Detail: Administration has inspected and assessed the entire inventory of playground equipment and park amenities. The results have been compiled through the State of the Playgrounds Report. Many of our Playground locations are ageing and require significant investment in new playground equipment and surfacing on an ongoing basis.  Purpose: The annual contribution will allow the prioritized plan to be developed based on the available funding amount and include lighting and surveillance cameras.	130,000		
C1-10	Reconstruction of Park Pathways	Capital	Reserve	Externally Funded
	Detail: Reconstruction of Park Pathways Purpose: A listing of park pathways requiring reconstruction in 2022 will be identified at the conclusion of the prior year. Administration will determine the priority of work to be completed and will proceed based on available budgetary funding.	50,000		
C1-11	Roofing Projects	Capital	Reserve	Externally Funded
	Detail: The Department inspects the various roof structures each Spring to determine their status and provides a report to City Council with the recommendations for that season.  Purpose: The Department outlines the annual inventory of roof conditions in a report to the City Council each Spring. The long-term replacement program has been established as an annual program since 2006. For 2022, it is recommended that \$100,000 be allocated to the program to be prioritized for roof repairs or replacement.	100,000		

C1-12	Landscaping Projects	Capital	Reserve	Externally Funded
	Detail: There are a number areas where landscaping assistance is required on an annual basis. Purpose: The 2019 Budget was the first year where funding was available to assist with the landscaping projects. The funding is available for contractor assistance so that we can complete annual commitments. This has proven to be effective during previous construction seasons as the departments have been able to significantly decrease the number of outstanding work orders.	50,000		
C1-13	Crescent Heights Spray Park	Capital	Reserve	Externally Funded
	<b>Detail:</b> The City has two paddling pools remaining. One is at the Crescent Heights Community Club and the second is at the Hazeldell Community Club. The paddling pools have been operated for many years through the City's Annual Summer Playground Program. The City previously operated paddling pools at multiple other locations but has now replaced them with new interactive Spray Parks. Please refer to RPT 21-441 - Crescent Heights Spray Park for further information.			
	Purpose: In 2022 it is recommended that the paddling pool at the Crescent Heights Community Club be replaced with a new Spray Park. This location serves as one of the highest attended locations as part of the Playground Program. The requirement for chemical treatment and consistent supervision would no longer be required, due to the depth of the water in paddling pools as outlined in the Provincial Swimming Pools Regulations. Malcolm Jenkins is proposing support for the project in the amount of \$200,000 with the remainder to be funded by the City.		120,000	200,000
	Funding Source: Future Infrastructure Reserve and Malcolm Jenkins Family Foundation.			

C1-14	Golf Course - Reconstruction & Repair of Pathways	Capital	Reserve	Externally Funded
	Detail: Reconstruction & Repair of the Pathways at the Cooke Municipal Golf Course.  Purpose: The pathway network throughout the golf course continues to deteriorate more and more each year and requires investment. 2022 will represent 19 years since any paving has been completed on the golf course.  Similar to the annual amount allocated for the City's Park Pathways, it is recommended that an annual amount be budgeted in order to complete the required work over time.  It is also recommended that a portion of the annual funding collected through Cart Rentals & Pathway Fees serve as the funding source. The golf course generates an annual average of \$180,000 in revenue through Cart Rentals and Pathway Fees. \$50,000 of the total fees collected is recommended to be allocated to the Golf Course Improvement Reserve for this purpose.  Funding Source: Golf Course Improvement Reserve		50,000	
C1-15	Little Red River Park Stages of Development	Capital	Reserve	Externally Funded
	Detail: Please refer to RPT 21-347 - Little Red River Park Stages of Development  Purpose: The report outlines the following Capital priorities for 2022: Parking Improvements: - Toboggan Hill - 66 stalls - \$25,000 - Existing large parking lot South of Cosmo Lodge - 47 stalls - \$34,000 - Cosmo Lodge Parking - 38 stalls - \$17,750 - Parking Lot Lighting Improvements - \$70,000 The total recommended from the Pehonan Parkway Reserve in 2022 is \$146,750. Funding Source: Pehonan Parkway Reserve		146,800	
C1-16	Kinsmen Water Park Landing Pool	Capital	Reserve	Externally Funded
	Detail: The Kinsmen Water Park Landing Pool is located at the base of the water slides. Repairs are recommended for 2022. Purpose: In 2022 it is recommended that the Landing Pool repairs be funded from the Kinsmen Water Park Surcharge Reserve. The work will include: - removal of the old tiles - sandblasting - repainting - installation of new tiles and anti-entrapment devices Funding Source: Kinsmen Water Park Surcharge Reserve		25,000	

C1-17	EA Rawlinson Centre Improvements	Capital	Reserve	Externally Funded
	Detail: Various improvements are recommended for the EA Rawlinson Centre in 2022. It is recommended that the improvements be funded from the EA Rawlinson Centre Facility Fee Reserve.  Purpose: In 2022 the following improvements are recommended: - Replacement of Washroom Counter-tops Replacement of Servery countertops and other minor upgrades Replacement of old wooden event risers Purchase of new Pipe & Draping for events.  Funding Source: EA Rawlinson Centre Facility Fee		44,000	
	Reserve  Art Hauser Centre Air Handling Unit			Externally
C1-18	Are thouser centre an Humaning office	Capital	Reserve	Funded
	Detail: Many components of the Art Hauser Centre are original to the facility when it was constructed as the Communiplex in 1971. The air handling unit represents one of the major components of the facility that is in need of major repair.  Purpose: The repairs would include: - Replacement of 2 heat exchangers - Replacement of controls and electrical - Cutting and patching for exchanger replacement access - Equipment and labour to complete the work The maintenance staff continue to complete bi-weekly inspections of the air handling unit. The concern is that the unit will experience a significant breakdown during the operating season, which would lead to disruption in order to complete the repairs and implement a temporary operating solution. If approved the work would be completed during the 2022 off-season in preparation for the next arena season.	200,000		

C1-19	James Isbister Park Improvements	Capital	Reserve	Externally Funded
	Detail: Please refer to RPT 21-440 - James Isbister Park Improvements.  Purpose: Projected Costs: Basketball asphalt resurfacing - \$35,000 Asphalt pad for portable skate park 110' X 60' - \$80,000 Mini-Pitch System - \$100,000 Electrical - \$7,500 Installation - \$20,000 Basketball Poles/Nets/Poles - \$12,000 One Light Pole and installation - \$4,000 Bench seating with concrete pads X 2 - \$4,200 Picnic Table Round with concrete pads X 3 - \$7,000 Security Camera Consideration - \$2,000 Garbage Bins with concrete pads X 3 - \$6,000 PST for Project - \$18,000 Miscellaneous - \$4,300 Total Estimated Cost for Project - \$300,000  Funding Source: Future Infrastructure Reserve and Malcolm Jenkins Family Foundation		100,000	200,000
омми	NITY SERVICES TOTAL	590,000	485,800	400,000

	PUBLIC WORKS				
C1-20	Two Post Vehicle Lift	Capital	Reserve	Externally Funded	
	Detail: A two post vehicle lift for light and medium duty vehicles.  Purpose: The shop needs to replace the 15,000 vehicle lift for servicing light and medium duty vehicles. The current lift is a 2003 ALM two post lift which is obsolete. ALM sold out and parts are no longer available. During 2020 safety inspection cracks were found in the structure and repaired to code, with the inspector suggesting that it be replaced as soon as possible.  Funding Source: Equipment and Fleet Reserve		50,000		
C1-21	Continuation of Resurfacing MSC Shop Bay Concrete Floor	Capital	Reserve	Externally Funded	
	Detail: Refinishing four shop bay floors in the MSC shop with new concrete.  Purpose: The MSC shop was built in the mid-'70s. The concrete in some of the bays is rotten and needs to be replaced. Salt from storing sanders and other snow removal equipment has crumbled the concrete to the point where it is impossible to roll a floor jack under a vehicle or use a creeper. One bay has rebar showing and several others will be in the same shape shortly. Due to the costs to repour the floors, this project will occur over multiple years until the floor is once again in usable condition. The worst bays were done in 2021 this will be year two of this multi-year project.  Funding Source: Safety Reserve		50,000		

C1-22	Fence Replacement Old Yards	Capital	Reserve	Externally Funded
	Purpose: The fence for the old yards is in a very poor condition allowing unwanted visitors to climb over it and break into the buildings or steal vehicles or other property. In 2021 when the Sanitation building was demolished due to it being condemned a large section of fence had to be installed as the building was the fence. While replacing this north section of the fence, the east property line fence was also replaced as it had fallen into such poor shape you could walk over it. This expenditure was just under \$20,000. This expenditure was necessary as we have had multiple break-ins and vehicle and property thefts in 2021. With no current planned future move from the old yards to the MSC, this replacement is needed. The quote for 2021 is an additional increase in costs that were added. Attached is the quote for the south fence as well as the costs for the replaced north section and east fence.	29,500		
C1-23	Concrete Sidewalk, Curb & Median Rehabilitation	Capital	Reserve	Externally Funded
	Detail: Rehabilitation of concrete sidewalks, curbs and medians throughout the City.  Purpose: Replacement and new construction of concrete sidewalks and curbs. Locations are primarily determined through the underground utility replacement program (water, sanitary & storm) and the roadways recapping program. The historical budget allotment of \$300,000 did not provide enough for a concrete replacement for utility replacement locations, new concrete project construction or the replacement of asphalt curbs. Hence the additional funding amount of \$100,000 is required. Concrete repairs are completed within the recapping budget.	300,000		

C1-24	Concrete Sidewalk Replacement Program - Senior Residence (Reduced by Budget Committee to \$46,500)	Capital	Reserve	Externally Funded
	Detail: Replacement of deteriorated sections of sidewalk in areas defined in the Senior Residence Sidewalk Replacement Program List. The Sidewalk Connector Program with a one-time expenditure of \$107,164 is included in the 2022 Budget deliberations for consideration.  Purpose: There are areas within the City adjacent to senior residences of 3 units or more that have sidewalks that are in a deteriorated state which fall within the City's criteria for requiring maintenance. This would be a one-time expenditure to repair these areas.	46,500		
C1-25	Concrete Sidewalk Connector Program	Capital	Reserve	Externally Funded
	Detail: Installation of new sections of sidewalk in areas defined in the Sidewalk Connector Program List. Council Resolution 0358 2. That the Sidewalk Connector Program with annual funding of \$100,000 per year, be included in the 2021 Budget deliberations for consideration. It was not approved in 2021 so is being presented for consideration in 2022.  Purpose: There are numerous locations in the City where the public naturally walks, but no sidewalks exist. Criteria have been established to identify the priority of these locations for new sidewalk installation and identified in the Sidewalk Connector Program List.	Removed by Budget Committee		
C1-26	Parking Lot Rehabilitation Program	Capital	Reserve	Externally Funded
	Details: Program to rehabilitate the City owned parking lots.  Purpose: Parking lots with the poorest Pavement Quality Index and high level of use will receive rehabilitation work first. The intent is that all City owned parking lots will be examined and funds allocated based on technical merit.  There were no City owned parking lots paved in 2021.  Parking lots included are; 8th St East (1Ave-2Ave), 14th St East (Central-1Ave north lot), 12St East (Library), 9th St East (Central-1Ave), 12St East (Central-1Ave), 12St West (Central-1Ave), 15th St (Bishop Mclean), 13th St East (Central-1Ave), 10St East (City Hall), River St East (Museum), 14St East (Central-1Ave south lot). The City Hall Parking Lot is recommended for 2022. The rehabilitation would include the existing paved parking lot and the gravel parking lot west of the Red Cross Building and the installation of concrete where temporary barrier curbs exist.	Removed by Budget Committee		

C1-27	Roadways Recapping Program	Capital	Reserve	Externally Funded
	Details: Asphalt Milling, Recapping and Reconstruction of the City's paved roadway network.  Purpose: This project is based on the results obtained from the Pavement Management System compiled in 2005 and updated yearly which indicates that \$4.5 million per year is required to maintain the pavement quality index. This does not address the current backlog estimated at \$45.5 million.  Prior to 2021, the annual budget had reached \$4.235 million. After the 2021 reassessment, this value was reduced to \$4.1 million.	4,100,000		

C1-28	Survey - Total Station	Capital	Reserve	Externally Funded
	Detail: New Total Station Purpose: The Total Station is a critical instrument used in infrastructure projects to accurately (within 3mm) layout and install all of the City's Storm/Sanitary Sewers, Water Mains, Curbs, Sidewalks, Roads, Traffic Lights and so on. Without the instrument, we would have to rely on much less accurate methods to layout infrastructure that could result in rework if the work is not placed accurately enough the first time. The instrument supports the accurate placement of 6 - 8 Million dollars in infrastructure per year. The upgrade would: - Lower the risk of rework on projects - Provide better accuracy for infrastructure placement - reduce downtime due to old survey equipment and outdated electronics - be More Reliable in the field - be better integrated with current technology The old total station would be kept and used as a backup instrument.	60,000		
C1-29	MSC New Building and Upgrades	Capital	Reserve	Externally Funded
	Detail: MSC New Building and Upgrades. Purpose: As the buildings at the Old City Yard continue to age, it is anticipated that additional buildings will need to be demolished which cause significant operations challenges as work units will lose critical space to work and store materials and equipment. To address this challenge, Administration recommends that all City Operations be consolidated at the Municipal Services Centre at 38th Street East. To accomplish this, a new building would be built sized to accommodate all Community Services and Public Works operational divisions. The existing building would also be upgraded to address failing building systems and improve the functionality of the facility.  Funding Source: External Funding			10,491,000

C1-30	Pedestrian Bridge Replacement	Capital	Reserve	Externally Funded
	Detail: Detailed Design and Tender Ready Drawings to replace the Pedestrian Bridges which are located in the South East Storm Drainage Channel.  Purpose: In 2021, City Council approved the tender for the construction of the Sliding Hill, Lions Gate and Sports Council Bridges at the Little Red. There remains the Swinging Bridge in the Little Red and four locations in the Southeast Storm Drainage Channel. The two priority locations include the Prime Minister's Park Pedestrian Bridge, which has been demolished and the Grey Owl / Sanderson Crescent Pedestrian Bridge which is currently signed "Use at Your Own Risk".  Comparative preliminary designs for culverts vs. prefabricated steel bridges will be brought to City Council for their decision. Detailed design and tender ready drawings will be prepared for 2023 construction.		35,000	
	Funding Source: Future Infrastructure Reserve			
(1-31	Municipal Service Center Compresses Air Distribution Replacement	Capital	Reserve	Externally Funded
	Detail: Replace the compressed air distribution system at the Municipal Service Center. The system is original and was installed under the concrete floor. Due to almost 50 years of salt and moisture, it has started to fail. The pipes have rotted off in multiple bays causing the mechanics to run hoses from adjacent bays to work tools. In the bays that have failed the lines have been temporarily plugged where they exit the concrete floor.  Purpose: The compressed air distribution system delivers air throughout the MSC. The compressed air is used by all departments but mainly the mechanics. Each shop work bay is supplied with compressed air to operate tools, fill tires, operate oil pumps, work the safety locks on vehicle lifts, and various other needs of a shop. The current system was installed under the shop floor and exits the floor at each bay. Due to the design and use of materials, salt and water have corroded the steel pipe and it has now failed in several bays with failure likely in other bays. Without jack hammering out the shop floor the most logical replacement solution would be to run air lines down from the ceiling to each bay. Without air pressure, the majority of tools in the shop will not function. The attached quote is without taxes and submitted in 2021 therefore costs will be higher in 2022 as steel prices are to increase by 15% in 2021.	80,000		
PUBLIC WO	DRKS TOTAL	4,616,000	135,000	10,491,000

	FINANCE			
C1-32	Replacement Folding Machine	Capital	Reserve	Externally Funded
	Detail: Administration is proposing the purchase of a new FPI 2725 or FPI 4730 Purpose: The postage and folding machine is expected to greatly improve the Communications Department's ability to share information with residents of Prince Albert, and increase administrative efficiency pertaining to monthly utility billing and all other mail generated from City Hall. The advantages are:  For Administration Faster speed and fewer breakdowns will decrease lead time between the time bills are printed to when mailed. This should also result in less phone calls pertaining to why a payment is not showing as posted on the utility account.  For Communications Department The Communications Department frequently works with Financial Services to arrange for inserts in utility bills and tax notices. Direct mail is a highly effective way to share information on new projects or initiatives with every household in Prince Albert and since the postage and envelope for utility bills are already paid, the added cost is only for the paper and printing.  This will allow the Communications Department to be more flexible and creative with the types of inserts that can be used to send messages to citizens.	20,500		Funded
C1-33	Replacement Postage Machine	Capital	Reserve	Externally
	Detail: Administration is proposing the "2021 New Postbase One" be purchased. Purpose: The new machine is very similar to the existing unit as there has been very little innovation or change to this type of machine. The advantages are simply reduced downtime and greater efficiency. The Advantage of Redundancy The existing machines will be kept and maintained for redundancy. If one of the new machines is to go down for repairs or maintenance the old machine can quickly be put into production. This will avoid mail or registered mail being held at City Hall for several days versus the same day.	Removed by Budget Committee		Funded
FINANCE	TOTAL	20,500	-	-

	LONG-TERM DEBT PRINCIPAL PAYMENTS				
C1-34	Long-Term Debt Repayment - Golf Course Irrigation Replacement	Capital	Reserve	Externally Funded	
	Detail: 20 Year Long-Term Debt Principal Payment.  Purpose: The current Cooke Municipal Golf Course irrigation system was designed and installed in 1979 and requires replacement. PVC piping has a life expectancy of 20-25 years. City Council approved long-term debt funding for the replacement of the Irrigation System at the August 8, 2017, City Council Meeting. The debt is to be paid off over a period of 25 years.  This loan is scheduled to be repaid in full in 2042.  Funding Source: Golf Course Improvement Reserve		65,000		
C1-35	Long-Term Debt Repayment - West Hill Infrastructure Improvements	Capital	Reserve	Externally Funded	
	<b>Detail:</b> 10 Year Long-Term Debt Principal Payment. <b>Purpose:</b> This represents the principal payments for the long-term loan issued in 2009. This loan was required in order to fund the construction of the West Hill Infrastructure improvements completed in 2008 and 2009. It was for 20 years and was approved by City Council (resolution # 0932) on December 15, 2008. The interest rate noted for the first four years of the loan was set at 3.01%. Council approved the renewal of this loan with BMO in 2013 with the interest rate fixed for 5 years at 2.83%.  In August 2018, Council approved the refinancing of this loan with RBC at a fixed rate of 3.4% for the remaining 10 years.  The Land Fund is responsible for 90% of the cost of financing and the General Fund is responsible for the other 10%. In 2019, it is projected that the principal payment will be \$185,400. The loan is scheduled to be	22,300			
C1-36	Long-Term Debt Repayment - City Transit Buses	Capital	Reserve	Externally Funded	
	<b>Detail:</b> 10 Year Long-Term Debt Principal Payment. <b>Purpose:</b> In 2017, The City purchased seven new 35-foot transit buses, of which three were a 50/50 cost share between the City and the Federal Public Transit Infrastructure Fund. City Council approved the long-term debt funding for the new transit buses at the August 8, 2017, City Council Meeting. The debt is to be paid off over a period of 10 years.	252,000			

C1-37	Long term Debt Repayment - Aquatic & Arenas Center	Capital	Reserve	Externally Funded
	Purpose: The City's portion of the project is \$16 million and is to be funded from long-term debt. The funds are assumed to be borrowed on January 1, 2022. The budget for the principal repayment is based on an interest rate of 2.9% and a 35 year repayment schedule.  Funding Source: Civic Facilities Reserve		269,800	
LONG-TE	RM DEBT PRINCIPAL PAYMENTS TOTAL	274,300	334,800	-

	Category 2: Capital Projects Not Funded (Added by Budget Committee)				
C2-12	New - Amkus ION Combination Rescue Tool (Jaws of Life)	Capital	Reserve	Externally Funded	
	Detail: A compact, all-metal body combination rescue tool that combines the capabilities of a cutter and spreader. It's a versatile "first on scene" tool for engines and rescue trucks. It can be used to spread, cut and open doors.  Purpose: Often times the lead engine is first to arrive at an emergency incident were this tool would be necessary. Having this rescue tool located on the lead engine while away from the station or attending a residential or commercial structure fires would expedite and aid entry or removal of obstacles needed to preform firefighting and rescue tasks.  Funding Source: Fire Equipment Reserve		\$ 16,500		

Total Capital Requests (Excluding Police Items)	5,500,800	1,553,600	10,891,000
Police Capital (Refer to Police Budget Report)		263,040	
Total Capital Spending by Funding Source including			
Police	5,500,800	1,816,640	10,891,000
Grand Total of All Capital Requests		18,208,440	

FUNCTIONAL AREA: 2022 FLEET BUDGET

	COMMUNITY SERVICES - EQU	IPMENT		
FL-01	Replacement of Three Zero Turn Mowers	Capital	Reserve	Externally Funded
	Purpose: Administration recommended the replacement of 5 mowers but Budget Committee approved the replacement of three mowers. Units 5017 and 5018 are 2011 John Deere mowers, 6019 is a 2011 Grasshopper, 6069 is a 2009 Grasshopper, and 6072 is a 2010 Grasshopper. These mowers have served the City well and are due for replacement. The frames and mower decks have been repaired may times and the hydraulics are at the end of their life. The hydraulic pumps for the John Deere mowers are obsolete as we found when one had a failure in 2021 and we patched it up. There are 18 of this style of zero turn mowers in the fleet, one 2009, one 2010, three 2011, one 2013, two 2015, four 2017, two 2019, three 2020, and two 2021 models. Also the Parks' mower fleet is six large mowers that range from 2009 to 2020 with a cost of \$150,000 each. The Fleet Manager will determine which three mowers will be replaced.  Funding Source: Equipment and Fleet Reserve		105,000	
FL-02	Replacement of Single Axle Trailers	Capital	Reserve	Externally Funded
	Detail: Replacement of Units 5014 and 5015 - Single Axle Trailers  Purpose: Unit 5014 is a 1976 and 5015 is a 1977. Both are single axle, hydraulic lowering equipment trailers. Purpose: Unit 5014 is a 1976 and 5015 is a 1977. Both are single axle, hydraulic lowering equipment trailers. These trailer are used by the Community Services department to haul equipment that needs to be loaded on a trailer that needs a near zero load height. These trailers are over 44 years old and have been fixed and repaired numerous times over the years and are due for replacement. The replacements will be of similar design that will be capable of hauling the required equipment.  Funding Source: Equipment and Fleet Reserve		35,000	Tullucu

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FL-03	Replacement of Unit 4714 - John Deere Gator	Capital	Reserve	Externally Funded
	Purpose: Replacement of Unit 4714 - 2004 John Deere Gator  Purpose: Replacement of Unit 4714, a 2004 John Deere Gator used by Parks at the Art Hauser Centre. This unit was cut from the budget a few years ago and required major repairs that year so was retained for a few extra years. It is time to be replaced before we once again spend excessive amounts to keep it running.  Funding Source: Equipment and Fleet Reserve		25,000	
	GOLF COURSE			
FL-04	Replacement of Unit 6132 - Fringe Cut Mower	Capital	Reserve	Externally Funded
	<b>Purpose:</b> Unit 6132 will be 20 years old in 2022. This mower is used to mow the fine cut areas around greens and tees. It will be replaced with a similar unit used to mow in tighter areas that the larger fairway mowers cannot get to. <b>Funding Source:</b> Golf Course Equipment and Golf Cart Reserve		82,000	
FL-05	Replacement Program - Golf Carts	Capital	Reserve	Externally Funded
	Purpose: In order to maintain the fleet of power carts at a reasonable cost, a replacement plan was developed. In 2022 the replacement of the 10 oldest power carts is required. These units are over 9 years old.  Funding Source: Golf Course Equipment and Golf Cart		70,000	
	Reserve NITY SERVICES TOTAL		317,000	

	FIRE AND EMERGENCY SERVICES - EQUIPMENT				
FL-06	Replacement Program - Self Contained Breathing Apparatus (SCBA)	Capital	Reserve	Externally Funded	
	Purpose: SCBAs are an integral piece of equipment for firefighters. They have a limited life span. This replacement program is intended to cycle the SCBA's to ensure that this equipment does not exceed it's life cycle. This amount is for 8 new SCBA. Present there are 8 SCBA units built between 1992 and 2002 these are AP50 units which no longer meet the requirements for use in structural firefighting.  Funding Source: Fire Equipment Reserve		84,000		
FIRE AND	EMERGENCY SERVICES TOTAL	-	84,000	-	

	PUBLIC WORKS - EQUIPMENT				
FL-07	Replacement of Unit 39 - Snow Blower	Capital	Reserve	Externally Funded	
	Detail: Replacement of Unit 39 - 2007 Tenco loader mounted snow blower.  Purpose: Unit 39 is a 2007 loader mounted snow blower used by Roadways Department for removing snow from the streets. The snow that is removed from the streets has a high concentration of sand, thus promoting excessive wear. This machine has to be rebuilt annually to ensure it will function one more year. This machine needs to be replaced as the engine and other components are at the end of their life cycle.  This is the only loader mounted blower in the fleet and is required in order to complete snow lifts. We will keep this unit as an emergency spare.  Funding Source: Equipment and Fleet Reserve		260,000		

FUNCTIONAL AREA: 2022 FLEET BUDGET

FL-08	Replacement of One Forklift	Capital	Reserve	Externally Funded
	Detail: Replacement of Unit 11 a 2003 Daewoo forklift, and Unit 4802 a 2000 Daewoo forklift.  Purpose: Administration recommended the replacement of 2 forklifts but Budget Committee approved the replacement of one. Unit 11 is used by Stores for moving inventory as well as items for all other departments at the MSC. The mast and carriage are showing signs of wear and it would not be economical to rebuild because the rest of the machine will start having mechanical issues. Unit 4802 is used by Community Services at the Art Hauser Center (AHC). This forklift is in similar condition to Unit 11, Both units should be replaced with the best of the two being kept as a spare at the AHC.  The Fleet Manager will determine of the forklifts will be replaced.  Funding Source: Equipment and Fleet Reserve		105,000	
FL-09	Replacement of Light Duty Trucks (Budget Committee reduced the budget to replace just 2 of the 4 trucks proposed for replacement for a total budget of \$100,000)	Capital	Reserve	Externally Funded
	Detail: Replacement of Unit 102 - 2009 Ford F150, Unit 4529 - 2008 Ford F250, Unit 803 - 2013 Ram 1500 Crew Cab and, Unit 140 - 2013 Chev 1500  Purpose: Replacement of these trucks are due to accumulated mileage and body rust. Unit 102 is a 2009 Ford F150 1/2 ton with 134,000 km and rust, used by the traffic painting crew. Unit 4529 is a 2008 Ford F250 3/4 ton truck with 108,000 km and a poor engine, used at the Landfill. Unit 803 is a 2013 Dodge Ram 1500 with 250,000 km, used by Sewer and Water Department. Unit 140 is a 2013 Chev 1500 with 160,000 km, used by the Sanitation Department. The City's light vehicle fleet has approximately 88 units with 40 being 2012 and older but are not high mileage units although some are getting rusty.  Funding Source: Equipment and Fleet Reserve		100,000	

FL-10	Replacement of Unit 52 - Asphalt Roller	Capital	Reserve	Externally Funded
	Detail: Unit 52 is the City's large asphalt roller. It is a 66" vibratory smooth drum roller used by the Streets Department. Purpose: Unit 52 is 22 years old. We have kept this machine running as it is the only large asphalt roller the City owns. This is an essential part of our road maintenance equipment and parts are getting very hard to obtain. This unit needs to be replaced. Funding Source: Equipment and Fleet Reserve		Removed by Budget Committee	
FL-11	Replacement of Unit 122 - Sign Truck	Capital	Reserve	Externally Funded
	Detail: Replacement of Unit 122 Traffic Department Sign Truck - 2011 Ford F350  Purpose: Unit 122 is a 2011 Ford F350 with a service body and a custom made platform for repairing signs and traffic lights. This unit has over 200,000 km and is an essential unit in the Traffic Department. The replacement will once again be a one ton truck with a service body and a custom made platform for elevated work.  Funding Source: Equipment and Fleet Reserve		160,000	
FL-12	Replacement of Unit 29 - Skid Steer	Capital	Reserve	Externally Funded
	Purpose: Unit 29 is a 2012 863G Bobcat skid steer. This unit is used by the roads crew. This currently has approximately 4,500 hours. The linkage in the loader frame is showing signs of needing to be rebuilt. The hydraulic system is losing efficiency and will need a total rebuild exceeding the value of the machine. This is an ideal time to replace it before the city spends too much on this machine.  Funding Source: Equipment and Fleet Reserve		125,000	

#### FUNCTIONAL AREA: 2022 FLEET BUDGET

FL-13	Replacement of Unit 198 - Walk Behind Line Painter	Capital	Reserve	Externally Funded
	Details: Replacement of Unit 198 - A 2007 Walk Behind Line painter Purpose: Unit 198 is a crosswalk and parking lot line painter and is showing signs of wear and age. This unit is 15 years old. Funding Source: Equipment and Fleet Reserve		15,000	
FL-14	Replacement of Unit 440 - 2014 Paratransit Bus	Capital	Reserve	Externally Funded
	<b>Detail:</b> Replacement of Unit 440, 2014 Ford E450 Paratransit Bus			
	<b>Purpose:</b> Unit 440 is a 2014 paratransit bus used by Community Service Center. This unit is getting rusty and need replacement. Approximately 40% of the purchase cost comes a Transit Assistance for People with Disabilities (TAPD) grant. This grant is for \$55,000.		75,000	55,000
	Funding Source: Equipment and Fleet Reserve			
PUBLIC V	VORKS TOTAL	-	840,000	55,000

	SANITATION - EQUIPMENT			
FL-17	Replacement of Unit 67 - Automated Waste Collection	Capital	Reserve	Externally
16-17	Truck	Capital	Reserve	Funded
	Details: Unit 67 is a 2009 Freightliner truck that comes with the Rapid-Rail automated refuse collection system.  Purpose: Unit 67 has 14,838 hours and 202,500 km. This unit has had the garbage body as well as the lift mechanism rebuilt multiple times and is due again. It takes approximately one year before a replacement unit is delivered.  Funding Source: Equipment and Fleet Reserve		420,000	
SANITAT	ON TOTAL	-	420,000	-

Fleet Summary	Capital	Reserve	Externally Funded
Total Fleet Purchases (Excluding Police Items)	-	1,661,000	55,000
Police Fleet Purchases (Refer to Police Budget Report)	-	390,000	-
Total Fleet Purchases by Funding Source Including Police	-	2,051,000	55,000
Grand Total of Fleet Purchase Requests		2,106,000	

# **Summary of 2022 General Fund Budgeted Reserve Allocations**

Police Operating Reserve - Transfer for 2022 Prime Minister's Park Improvement Reserve Proactive Policing Reserve Proactive Policing Reserve - 2022 Policing Strategy Project Beach Reserve Public Art Capital Reserve Public Transit Reserve South Hill Cemetery Perpetual Care Reserve Transfer from Safety Reserve	ĀL \$	82,000 263,040 300,000 (400,000) 3,760 554,600 (515,000) 30,000 105,000 10,000 (25,000)
Prime Minister's Park Improvement Reserve Proactive Policing Reserve Proactive Policing Reserve - 2022 Policing Strategy Project Beach Reserve Public Art Capital Reserve Public Transit Reserve South Hill Cemetery Perpetual Care Reserve		82,000 263,040 300,000 (400,000) 3,760 554,600 (515,000) 3,000 30,000 105,000
Prime Minister's Park Improvement Reserve Proactive Policing Reserve Proactive Policing Reserve - 2022 Policing Strategy Project Beach Reserve Public Art Capital Reserve Public Transit Reserve		82,000 263,040 300,000 (400,000) 3,760 554,600 (515,000) 3,000 30,000
Prime Minister's Park Improvement Reserve Proactive Policing Reserve Proactive Policing Reserve - 2022 Policing Strategy Project Beach Reserve Public Art Capital Reserve		82,000 263,040 300,000 (400,000) 3,760 554,600 (515,000) 3,000
Prime Minister's Park Improvement Reserve Proactive Policing Reserve Proactive Policing Reserve - 2022 Policing Strategy Project Beach Reserve		82,000 263,040 300,000 (400,000) 3,760 554,600 (515,000) 3,000
Prime Minister's Park Improvement Reserve Proactive Policing Reserve Proactive Policing Reserve - 2022 Policing Strategy		82,000 263,040 300,000 (400,000) 3,760 554,600 (515,000)
Prime Minister's Park Improvement Reserve Proactive Policing Reserve		82,000 263,040 300,000 (400,000) 3,760 554,600
Prime Minister's Park Improvement Reserve		82,000 263,040 300,000 (400,000) 3,760
		82,000 263,040 300,000 (400,000)
Police Operating Reserve - Transfer for 2022		82,000 263,040 300,000
		82,000 263,040
Police Fleet Reserve		82,000
Police Capital Reserve		
Pehonan Parkway		,
Prince Albert Golf and Curling Club Mechanical Reserve		10,000
Prince Albert Slo-Pitch League Reserve		34,300
Kinsmen Water Park		20,500
Information Technology Reserve		500,000
Golf Course Reserve - Improvements		190,000
Golf Course Equipment Reserve		85,000
Golf Course Cart Reserve		40,000
Future Infrastructure		75,000
Fire Fleet Reserve		300,000
E.A. Rawlinson Mechanical Reserve		10,000
E.A. Rawlinson Facility Reserve		65,000
Downtown Improvement - 2022 Grants		(40,000)
Downtown Improvement		40,000
Destination Marketing Levy		351,500
Community Services Building Reserve		15,000
Civic Facilities Reserve - Transfer for Loan Interest		(464,000)
Civic Facilities Reserve - City of Prince Albert		1,541,000
City Equipment Reserve		1,520,000
Alfred Jenkins Field House Improvements Reserve Arenas Improvements Reserve	\$	103,500 39,080



#### CITY OF PRINCE ALBERT

### **BUDGET COMMITTEE REGULAR MEETING**

### **MINUTES**

## **WEDNESDAY, NOVEMBER 17, 2021, 8:12 A.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 Jim Toye, City Manager Kris Olsen, Fire Chief

Wes Hicks, Director of Public Works

Jody Boulet, Director of Community Services Cheryl Tkachuk, Director of Financial Services Renee Horn, Executive Assistant, Mayor's Office Kiley Bear, Acting Director of Corporate Services

Melodie Boulet, Executive Assistant, City Manager's Office Craig Guidinger, Director of Planning and Development Services

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

Mayor G. Dionne called the meeting to order.

#### 2. APPROVAL OF AGENDA

0207. Moved by: Councillor C. Miller

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

CARRIED

#### 3. DECLARATION OF CONFLICT OF INTEREST

3.1 Councillor B. Edwards – Item No. 5.11.8 – Board Member at Carlton Park Community Club.

#### 4. ADOPTION OF MINUTES

0208. Moved by: Councillor D. Kilmer

That the Minutes for the following Budget Committee Meetings be taken as read and adopted:

- 1. Public and Incamera Meetings held January 6, 2021;
- 2. Public and Incamera Meetings held January 7, 2021;
- Public Meeting held January 12, 2021;
- 4. Public Meeting held January 20, 2021; and,
- 5. Public Meeting held January 21, 2021.

**CARRIED** 

#### 5. GENERAL FUND BUDGET FOR REVIEW

#### 5.1 OVERVIEW & FINANCIAL HIGHLIGHTS

5.1.1 Overview & Financial Highlights

Verbal Presentation was provided by Cheryl Tkachuk, Director of Financial Services.

- 5.1.1.1 Report Tab 1 Items Referred to 2022 Budget from City Council/Executive Committee/Budget Committee (RPT 21-446)
- 5.1.1.2 Report Tab 2 2022 Long Term Debt Summary (RPT 21-444)
- 5.1.1.3 Financial Impact of COVID-19 for 2021 (RPT 21-407)

#### 5.2 POLICE SERVICE

#### 5.2.1 Police Functional Area

PowerPoint Presentation was provided by Jonathan Bergen, Chief of Police.

- 5.2.1.1 2022 Prince Albert Police Service Budget Chief of Police Financial Overview (RPT 21-448)
- 0209. Moved by: Councillor B. Edwards
  - 1. That the 2022 Prince Albert Police Service be funded in the amount of \$17,805,140, inclusive of Capital expenditures and the Police Base Tax; and,
  - 2. That the City accept a \$200,000 transfer from the Police Service Operating Reserve to the City's General Fund, as approved by the Prince Albert Board of Police Commissioners, to assist with budgeting shortfalls.

**CARRIED** 

#### 5.1 OVERVIEW & FINANCIAL HIGHLIGHTS CONTINUED

- 5.1.1 Overview & Financial Highlights Continued
- 5.1.1.4 Summary of Salary Increases (PRESENTED AT MEETING)

The meeting recessed at 9:45 a.m.

The meeting reconvened at 10:04 a.m.

#### 5.3 PRINCE ALBERT PUBLIC LIBRARY

- 5.3.1 Prince Albert Public Library Functional Area
- 5.3.1.1 Prince Albert Public Library 2022 Budget Submission (CORR 21-88)
- 0210. Moved by: Councillor T. Head

That the 2022 Prince Albert Public Library be funded inclusive of Capital expenditures in the amount of \$2,190,420.

#### 5.4 PRINCE ALBERT DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

- 5.4.1 Prince Albert Downtown Business Improvement District Functional Area
- 5.4.1.1 Prince Albert Downtown Business Improvement District 2022 Budget (RPT 21-450)
- 0211. Moved by: Councillor D. Kilmer

That the 2022 Prince Albert Downtown Business Improvement District be funded in the amount of \$62,000.

**CARRIED** 

#### 5.5 EXTERNAL AGENCIES

- 5.5.1 Prince Albert District Planning Commission Functional Area
- 5.5.1.1 Prince Albert District Planning Commission 2022 Budget Submission
- 0212. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Prince Albert District Planning Commission Functional Area be approved at a cost of \$0, as presented.

CARRIED

- 5.5.2 Prince Albert Society for the Prevention of Cruelty to Animals Inc. Functional Area
- 5.5.2.1 Prince Albert Society for the Prevention of Cruelty to Animals Inc. 2022 Budget Submission
- 0213. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Prince Albert Society for the Prevention of Cruelty to Animals Inc. Functional Area be approved at a cost of \$229,000, as presented.

- 5.5.3 Prince Albert Community Service Centre Special Needs Transportation Functional Area
- 5.5.3.1 Prince Albert Community Service Centre 2022 Budget Submission
- 0214. Moved by: Councillor D. Kilmer

That the total 2022 Operating Budget for the Prince Albert Community Service Centre – Special Needs Transportation Functional Area be approved at a cost of \$687,460, which includes the request of \$34,050 to cover wages for a split-shift to accommodate unfulfilled trips.

**CARRIED** 

- 5.5.4 Prince Albert Community Service Centre Seniors Transportation Functional Area
- 0215. Moved by: Councillor C. Miller

That the total 2022 Operating Budget for the Prince Albert Community Service Centre – Seniors Transportation Functional Area be approved at a cost of \$69,500, as presented.

**CARRIED** 

- 5.5.5 Prince Albert Arts Board Functional Area
- 5.5.5.1 Prince Albert Arts Board 2022 Budget Submission
- 0216. Moved by: Councillor D. Ogrodnick

That the total 2022 Operating Budget for the Prince Albert Arts Board Functional Area be approved at a cost of \$25,000, as presented.

**CARRIED** 

- 5.5.6 Prince Albert Housing Authority Housing Grant Functional Area
- 0217. Moved by: Councillor C. Miller

That the total 2022 Operating Budget for the Prince Albert Housing Authority – Housing Grant Functional Area be approved at a cost of \$14,990, as presented.

- 5.5.7 Prince Albert Historical Society Museum Functional Area
- 5.5.7.1 Prince Albert Historical Society 2022 Budget Submission
- 0218. Moved by: Councillor T. Lennox-Zepp

That the total 2022 Operating Budget for the Prince Albert Historical Society – Museum Functional Area be approved at a cost of \$108,400, as requested.

**MOTION DEFEATED** 

0219. Moved by: Councillor D. Ogrodnick

That the total 2022 Operating Budget for the Prince Albert Historical Society – Museum Functional Area be approved at a cost of \$71,080, as presented.

**CARRIED** 

- 5.5.8 Mann Art Gallery Functional Area
- 5.5.8.1 Mann Art Gallery 2022 Budget Submission
- 0220. Moved by: Councillor D. Ogrodnick

That the total 2022 Operating Budget for the Mann Art Gallery Functional Area be approved at a cost of \$100,000, as presented.

CARRIED

- 5.5.9 Prince Albert Mobile Crisis Functional Area
- 5.5.9.1 Prince Albert Mobile Crisis Unit 2022 Budget Submission
- 0221. Moved by: Councillor B. Edwards

That the total 2022 Operating Budget for the Prince Albert Mobile Crisis Functional Area be approved at a cost of \$43,600, as presented.

### 5.6 CITY MANAGER, CITY SOLICITOR, CITY CLERK, MAYOR & COUNCIL

- 5.6.1 City Clerk Functional Area
- 5.6.1.1 Report Tab 4 Corporate Records Management Program (RPT 21-394)
- 0222. Moved by: Councillor D. Kilmer

That the total 2022 Operating Budget for the City Clerk Functional Area be approved at a cost of \$605,610, as presented.

**CARRIED** 

- 5.6.2 City Manager Functional Area
- 0223. Moved by: Councillor T. Zurakowski

That Line No. 26 with respect to Corporate Governance: Operating Supplies be reduced from \$1,000 to an approved cost of \$210.

CARRIED

0224. Moved by: Councillor T. Head

That Line No. 14 with respect to City Manager: Training Services be reduced from \$5,250 to an approved cost of \$3,000.

**CARRIED** 

0225. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the City Manager Functional Area be approved at a cost of \$516,260, which includes the approved cost savings in the amount of \$3,040.

**CARRIED** 

- 5.6.3 Mayor Functional Area
- 0226. Moved by: Councillor B. Edwards

That Line No. 16 with respect to Mayor's Office: Meeting Incidentals be increased by \$1,000 and approved at a cost of \$2,500.

#### 0227. Moved by: Councillor B. Edwards

That the total 2022 Operating Budget for the Mayor Functional Area be approved at a cost of \$198,450, which includes the approved cost increase in the amount of \$1,000.

**CARRIED** 

The meeting recessed at 12:00 p.m.

The meeting reconvened at 1:04 p.m.

5.6.4 City Council Functional Area

0228. Moved by: Councillor T. Zurakowski

That \$120 be removed from Line No. 41 with respect to Council Expenses: Telephone and approved at a cost of \$0.

**CARRIED** 

5.6.5 City Solicitor Functional Area

0229. Moved by: Councillor B. Edwards

That the total 2022 Operating Budget for the City Solicitor Functional Area be approved at a cost of \$405,510, as presented.

CARRIED

#### 5.7 CORPORATE SERVICES

- 5.7.1 Corporate Communications Functional Area
- 0230. Moved by: Councillor C. Miller

That the total 2022 Operating Budget for the Corporate Communications Functional Area be approved at a cost of \$281,570, as presented.

#### 5.7.2 Human Resources Functional Area

#### 0231. Moved by: Councillor D. Cody

That Line No. 17 with respect to Legal and Investigation Services: Legal Service be reduced by \$20,000 and approved at a cost of \$30,000.

**CARRIED** 

#### 0232. Moved by: Councillor T. Zurakowski

That Line No. 31 with respect to Human Resources: Print Shop Services be reduced from \$1,500 to an approved cost of \$1,000.

**CARRIED** 

#### 0233. Moved by: Councillor D. Kilmer

That the total 2022 Operating Budget for the Human Resources Functional Area be approved at a cost of \$547,900, which includes the approved cost savings in the amount of \$20,500.

**CARRIED** 

### 5.6.4 City Council Functional Area Continued

#### 0234. Moved by: Councillor T. Head

That the Indemnities and Payroll Benefits Accounts for the various Ward Councillors be adjusted by \$11,430, as follows:

- 1. Line No. 4 with respect to Ward 1 Councillor: Indemnities be reduced from \$36,500 to an approved cost of \$34,530;
- 2. Line No. 8 with respect to Ward 2 Councillor: Indemnities be reduced from \$36,500 to an approved cost of \$34,530;
- 3. Line No. 12 with respect to Ward 3 Councillor: Indemnities be reduced from \$36,500 to an approved cost of \$34,530;
- 4. Line No. 20 with respect to Ward 5 Councillor: Indemnities be reduced from \$37,450 to an approved cost of \$35,480;
- 5. Line No. 24 with respect to Ward 6 Councillor: Indemnities be reduced from \$36,500 to an approved cost of \$34,530;

- 6. Line No. 26 with respect to Ward 7 Councillor: Payroll and Benefits be increased from \$1,590 to an approved cost of \$3,570;
- 7. Line No. 28 with respect to Ward 7 Councillor: Indemnities be reduced from \$36,120 to an approved cost of \$34,530; and,
- 8. Line No. 32 with respect to Ward 8 Councillor: Indemnities be reduced from \$36,500 to an approved cost of \$34,530.

CARRIED

### 0235. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the City Council Functional Area be approved at a cost of \$401,140, which includes the approved cost savings of \$11,550 and a cost increase in the amount of \$2,160 for the Active Living Program being implemented for members of Council starting January 1, 2021.

CARRIED

#### 5.7.3 Occupational Health and Safety Functional Area

#### 0236. Moved by: Councillor T. Zurakowski

That Line No. 12 with respect to Occupational Health and Safety: Training Services be reduced by \$28,000 and approved at a cost of \$22,000.

**CARRIED** 

#### 0237. Moved by: Councillor D. Kilmer

That Line No. 13 with respect to Occupational Health and Safety: Health Services be reduced by \$1,800 and approved at a cost of \$1,200.

**CARRIED** 

#### 0238. Moved by: Councillor D. Kilmer

That the total 2022 Operating Budget for the Occupational Health and Safety Functional Area be approved at a cost of \$160,260, which includes the approved cost savings in the amount of \$29,800.

#### 5.7.4 Information Technology Functional Area

#### 0239. Moved by: Councillor D. Cody

That Line No. 7 with respect to Information Systems: Consulting Services be reduced by \$11,000 and approved at a cost of \$25,000.

#### **MOTION DEFEATED**

#### 0240. Moved by: Councillor D. Cody

That Line No. 8 with respect to Information Systems: Travel and Accommodation be reduced from \$5,000 to an approved cost of \$2,000.

**CARRIED** 

The meeting recessed at 3:06 p.m.

The meeting reconvened at 3:25 p.m.

#### 0241. Moved by: Councillor B. Edwards

That the Information Technology Functional Area be tabled for consideration until following Item No. 5.12 Operating Issues.

**CARRIED** 

#### 5.8 PLANNING & DEVELOPMENT SERVICES

#### 5.8.1 Planning Functional Area

#### 0242. Moved by: Councillor D. Cody

That Line No. 18 with respect to Planning and Zoning: Publications and Subscriptions be reduced from \$400 to an approved cost of \$200.

**CARRIED** 

#### 0243. Moved by: Councillor D. Kilmer

That the total 2022 Operating Budget for the Planning Functional Area be approved at a cost of \$627,150, which includes the approved cost savings in the amount of \$200.

#### 5.8.2 Building Inspections Functional Area

#### 0244. Moved by: Councillor C. Miller

That Line No. 1 with respect to Building Permits: Other Revenue be increased from \$180,000 to an approved revenue amount of \$220,000.

**CARRIED** 

#### 0245. Moved by: Councillor C. Miller

That the total 2022 Operating Budget for the Building Inspections Functional Area be approved at a cost of \$102,820, which includes the approved revenue increase in the amount of \$40,000.

**CARRIED** 

### 5.8.3 Economic Development Functional Area

#### 0246. Moved by: Councillor T. Head

That Line No. 13 with respect to Economic Development: Consulting Services be reduced by \$7,300 and approved at a cost of \$2,700.

**CARRIED** 

### 0247. Moved by: Councillor D. Cody

That the total 2022 Operating Budget for the Economic Development Functional Area be approved at a cost of \$139,770, which includes the approved cost savings in the amount of \$7,300.

CARRIED

#### 5.8.4 Bylaw Enforcement Functional Area

#### 0248. Moved by: Councillor D. Cody

That Line No. 14 with respect to Bylaw Enforcement: Health Services be reduced by \$2,000 and approved at a cost of \$0.

0249. Moved by: Councillor D. Cody

That the total 2022 Operating Budget for the Bylaw Enforcement Functional Area be approved at a cost of \$308,520, which includes the approved cost savings of \$2,000.

**CARRIED** 

#### 5.10 FIRE DEPARTMENT

5.10.1 Fire Administration Functional Area

0250. Moved by: Councillor T. Zurakowski

That Line No. 26 with respect to Fire Administration: Office Supplies be reduced from \$4,000 to an approved cost of \$2,000.

**CARRIED** 

0251. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Fire Administration Functional Area be approved at a cost of \$1,216,860, which includes the approved cost savings in the amount of \$2,000.

**CARRIED** 

5.10.2 Fire Fighting Functional Area

5.10.2.1 Report Tab 8 – Fire Dispatch Services Agreement – Amendment No. 1 – Saskatchewan Public Safety Agency (RPT 21-419)

0252. Moved by: Councillor D. Cody

That Line No. 2 with respect to Fire Fighting – Other: Non-Taxable Revenue be increased from \$59,000 to an approved revenue amount of \$70,000.

**CARRIED** 

0253. Moved by: Councillor D. Cody

That Line No. 8 with respect to Fire Recruitment: Non-Taxable Revenue be increased from a cost of \$4,000 to an approved revenue amount of \$4,000.

#### 0254. Moved by: Councillor B. Edwards

That the total 2022 Operating Budget for the Fire Fighting Functional Area be approved at a cost of \$5,542,580, which includes the approved revenue increase in the amount of \$19,000.

CARRIED

### 7. ADJOURNMENT – 4:55 P.M.

0255. Moved by: Councillor D. Kilmer

That this Committee do now adjourn until Thursday, November 18, 2021 at 8:00 a.m. to continue consideration of the 2022 General Fund Operating and Capital Budgets.

**CARRIED** 

MAYOR GREG DIONNE

**CITY CLERK** 

MINUTES ADOPTED THIS

DAY OF

, A.D. 2022.



#### CITY OF PRINCE ALBERT

### **BUDGET COMMITTEE REGULAR MEETING**

## **MINUTES**

### THURSDAY, NOVEMBER 18, 2021, 8:07 A.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 Jim Toye, City Manager Kris Olsen, Fire Chief

Jason Maier, Finance Manager Wes Hicks, Director of Public Works

Jody Boulet, Director of Community Services

Cheryl Tkachuk, Director of Financial Services Renee Horn, Executive Assistant, Mayor's Office Kiley Bear, Acting Director of Corporate Services

Craig Guidinger, Director of Planning and Development Services

Melodie Boulet, Executive Assistant, City Manager's Office

(Attended at 8:41 a.m.)

18, 2021

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

Mayor G. Dionne called the meeting to order.

Page 1 of 11 Thursday, November **Budget Committee** 

#### 5. GENERAL FUND BUDGET FOR REVIEW CONTINUED

#### 5.10 FIRE DEPARTMENT

5.10.3 Fire Prevention Functional Area

0256. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Fire Prevention Functional Area be approved at a cost of \$309,680, as presented.

CARRIED

5.10.4 Fire Fleet and Equipment Functional Area

0257. Moved by: Councillor D. Kilmer

That the total 2022 Operating Budget for the Fire Fleet and Equipment Functional Area be approved at a cost of \$648,930, as presented.

**CARRIED** 

5.10.5 Fire Building Maintenance Functional Area

0258. Moved by: Councillor B. Edwards

That Line No. 21 with respect to Fire Station Maintenance: Operating Supplies be reduced by \$2,000 and approved at a cost of \$9,000.

CARRIED

0259. Moved by: Councillor C. Miller

That the total 2022 Operating Budget for the Fire Building Maintenance Functional Area be approved at a cost of \$87,130, which includes the approved cost savings in the amount of \$2,000.

#### 5.9 FINANCIAL SERVICES

- 5.9.1 Assessment and Taxation Functional Area
- 0260. Moved by: Councillor T. Lennox-Zepp

That the total 2022 Operating Budget for the Assessment and Taxation Functional Area be approved at a cost of \$827,920, as presented.

CARRIED

- 5.9.2 Asset Management Functional Area
- 0261. Moved by: Councillor B Edwards

That Line No. 3 with respect to Asset Management: Training Services be reduced from \$5,000 to an approved cost of \$0.

**CARRIED** 

0262. Moved by: Councillor B. Edwards

That Line No. 2 with respect to Asset Management: Travel and Accommodation be reduced from \$1,500 to an approved cost of \$0.

**CARRIED** 

0263. Moved by: Councillor D. Cody

That the total 2022 Operating Budget for the Asset Management Functional Area be approved at a cost of 77,760, which includes the approved cost savings in the amount of \$6,500.

**CARRIED** 

- 5.9.3 Financial Services and Payroll Functional Area
- 5.9.3.1 Report Tab 7 Inter Fund Transfers Utility Fund (RPT 21-398)
- 0264. Moved by: Councillor T. Zurakowski

That Line No. 29 with respect to Financial Services: Training Services be reduced by \$3,000 and approved at a cost of \$7,000.

0265. Moved by: Councillor D. Cody

That the total 2022 Operating Budget for the Financial Services and Payroll Functional Area be approved at a cost of \$1,635,080, which includes the approved cost savings in the amount of \$3,000.

CARRIED

5.9.4 Purchasing and Stores Functional Area

0266. Moved by: Councillor D. Kilmer

That the total 2022 Operating Budget for the Purchasing and Stores Functional Area be approved at a cost of \$358,140, as presented.

**CARRIED** 

The meeting recessed at 9:57 a.m.

The meeting reconvened at 10:17 a.m.

5.9.5 Parking Ticketing and Meters Functional Area

0267. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Parking Tickets and Meters Functional Area be approved at a cost of (\$514,240), as presented.

CARRIED

5.9.6 Impound Lot Functional Area

0268. Moved by: Councillor D. Cody

That Line No. 8 with respect to Impound Lot: Wages Overtime be reduced by \$500 and approved at a cost of \$500.

**CARRIED** 

0269. Moved by: Councillor B. Edwards

That the total 2022 Operating Budget for the Impound Lot Functional Area be approved at a cost of (\$210,570), which includes the approved cost savings in the amount of \$500.

#### 5.11 COMMUNITY SERVICES

5.11.1 Facilities Maintenance – Other Functional Area

2022 List of Proposed Facility Projects – Operating

0270. Moved by: Councillor T. Zurakowski

That the New Ceiling in the West Entrance of City Hall be removed for a savings of \$12,000.

**CARRIED** 

0271. Moved by: Councillor T. Head

That Line No. 21 with respect to Facilities Supervision: Travel and Accommodation be reduced from \$3,500 and approved at a cost of \$2,500.

CARRIED

0272. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Facilities Maintenance – Other Functional Area be approved at a cost of \$466,850, which includes the approved cost savings in the amount of \$13,000.

CARRIED

5.11.2 Alfred Jenkins Field House Functional Area

0273. Moved by: Councillor T. Lennox-Zepp

That the total 2022 Operating Budget for the Alfred Jenkins Field House Functional Area be approved at a cost of \$207,860, as presented.

**CARRIED** 

5.11.3 Art Hauser Centre Functional Area

0274. Moved by: Councillor B. Edwards

That Line No. 30 with respect to Art Hauser Centre – Maintenance: Electricity be reduced by \$20,000 and approved at a cost of \$180,000.

0275. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Art Hauser Centre Functional Area be approved at a cost of \$623,680, which includes the approved cost savings in the amount of \$20,000.

**CARRIED** 

The meeting recessed at 11:57 a.m.

The meeting reconvened at 1:07 p.m.

5.11.4 Arts Centre Functional Area

0276. **Moved by:** Councillor T. Head

That Line No. 36 with respect to Arts Centre – Program: Operating Supplies be reduced by \$2,500 and approved at a cost of \$5,500.

**CARRIED** 

0277. **Moved by:** Councillor D. Cody

That the total 2022 Operating Budget for the Arts Centre Functional Area be approved at a cost of \$132,490, which includes the approved cost savings in the amount of \$2,500.

**CARRIED** 

5.11.5 Bernice Sayese Centre Functional Area

0278. Moved by: Councillor B. Edwards

That the total 2022 Operating Budget for the Bernice Sayese Centre Functional Area be approved at a cost of \$65,000, as presented.

CARRIED

5.11.6 Cemetery Functional Area

0279. Moved by: Councillor T. Head

That Line No. 6 with respect to Cemetery: Other General Services be reduced by \$1,000 and approved at a cost of \$1,500.

**MOTION DEFEATED** 

0280. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Cemetery Functional Area be approved at a cost of \$99,250, as presented.

CARRIED

5.11.7 Facilities Maintenance – City Hall Functional Area

0281. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Facilities Maintenance – City Hall Functional Area be approved at a cost of \$410,770, as presented.

**CARRIED** 

5.11.8 Community Clubs Functional Area

0282. **Moved by:** Councillor T. Zurakowski

That the total 2022 Operating Budget for the Community Clubs Functional Area be approved at a cost of \$367,160, as presented.

(Councillor B. Edwards was excused from the meeting during discussion and voting on this matter as he declared a Conflict of Interest.)

**CARRIED** 

5.11.9 Community Services Administration Functional Area

5.11.9.1 Report Tab 9 – 2022 Rates & Fees – Community Services Department (RPT 21-426)

0283. Moved by: Councillor C. Miller

That the total 2022 Operating Budget for the Community Services Administration Functional Area be approved at a cost of \$629,110, as presented.

- 5.11.10 Cooke Municipal Golf Course Functional Area
- 5.11.10.1 Report Tab 10 2022 Rates & Fees Cooke Municipal Golf Course (RPT 21-420)
- 0284. Moved by: Councillor T. Head

That Line No. 46 with respect to Golf Course Maintenance and Operations: Training Services be reduced by \$3,000 and approved at a cost of \$2,000.

CARRIED

0285. Moved by: Councillor T. Zurakowski

That Line No. 57 with respect to Golf Course Maintenance and Operations: Vehicle Fuel and Oil be reduced from \$4,000 to an approved cost of \$1,500.

**CARRIED** 

The meeting recessed at 3:13 p.m.

The meeting reconvened at 3:31 p.m.

0286. Moved by: Councillor D. Cody

That the total 2022 Operating Budget for the Cooke Municipal Golf Course Functional Area be approved at a cost of (\$8,420), which includes the approved cost savings in the amount of \$5,500.

**CARRIED** 

- 5.11.11 Dave G. Steuart Arena Functional Area
- 0287. Moved by: Councillor T. Head

That Line No. 40 with respect to Dave G. Steuart Arena – Program: Operating Supplies be reduced from \$4,000 and approved at a cost of \$2,000.

CARRIED

0288. **Moved by:** Councillor B. Edwards

That the total 2022 Operating Budget for the Dave G. Steuart Arena Functional Area be approved at a cost of \$156,730, which includes the approved cost savings in the amount of \$2,000.

#### 5.11.12 E.A. Rawlinson Centre Functional Area

#### 0289. Moved by: Councillor T. Head

That Line No. 36 with respect to E.A. Rawlinson Centre – Maintenance: Housekeeping Supplies be reduced by \$3,000 and approved at a cost of \$1,000.

**CARRIED** 

## 0290. **Moved by:** Councillor B. Edwards

That the total 2022 Operating Budget for the E.A. Rawlinson Centre Functional Area be approved at a cost of \$404,750, which includes the approved cost savings in the amount of \$3,000.

**CARRIED** 

## 5.11.13 City Beautification Functional Area

#### 0291. Moved by: Councillor B. Edwards

That the total 2022 Operating Budget for the City Beautification Functional Area be approved at a cost of \$75,000.

#### **MOTION DEFEATED**

## 0292. Moved by: Councillor D. Cody

That the total 2022 Operating Budget for the City Beautification Functional Area be approved at a cost of \$76,300, as presented.

**CARRIED** 

## 5.11.14 Frank J. Dunn Swimming Pool Functional Area

#### 0293. Moved by: Councillor C. Miller

That the total 2022 Operating Budget for the Frank J. Dunn Swimming Pool Functional Area be approved at a cost of \$480,220, as presented.

#### 5.11.15 Prince Albert Public Library Functional Area

#### 0294. **Moved by:** Councillor B. Edwards

That the total 2022 Operating Budget for the Prince Albert Public Library Functional Area be approved at a cost of \$20,080, as presented.

(Councillor T. Head was absent for the vote.)

CARRIED

#### 5.11.16 Kinsmen Arena Functional Area

### 0295. Moved by: Councillor B. Edwards

That the total 2022 Operating Budget for the Kinsmen Arena Functional Area be approved at a cost of \$199,780, as presented.

(Councillor T. Head was absent for the vote.)

CARRIED

#### 5.11.17 Kinsmen Park Functional Area

# 0296. Moved by: Councillor D. Cody

That Line No. 20 with respect to Kinsmen Park: Housekeeping Supplies be reduced from \$1,000 and approved at a cost of \$0.

**CARRIED** 

## 0297. Moved by: Councillor D. Kilmer

That the total 2022 Operating Budget for the Kinsmen Park Functional Area be approved at a cost of \$119,160, which includes the approved cost savings in the amount of \$1,000.

**CARRIED** 

#### 5.11.18 Kinsmen Ski Hill Functional Area

#### 0298. **Moved by:** Councillor B. Edwards

That the total 2022 Operating Budget for the Kinsmen Ski Hill Functional Area be approved at a cost of \$90,070, as presented.

#### 5.11.19 Kinsmen Water Park Functional Area

#### 0299. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Kinsmen Water Park Functional Area be approved at a cost of \$182,800 as presented.

**CARRIED** 

#### 7. ADJOURNMENT – 4:54 P.M.

0300. Moved by: Councillor D. Kilmer

That this Committee do now adjourn until Friday, November 19, 2021 at 8:00 a.m. to continue consideration of the 2022 General Fund Operating and Capital Budgets.

**CARRIED** 

MAYOR GREG DIONNE

CITY CLERK

MINUTES ADOPTED THIS

DAY OF

, A.D. 2022.



## CITY OF PRINCE ALBERT

# **BUDGET COMMITTEE REGULAR MEETING**

# **MINUTES**

FRIDAY, NOVEMBER 19, 2021, 8:04 A.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 Jim Toye, City Manager Kris Olsen, Fire Chief

Jason Maier, Finance Manager Wes Hicks, Director of Public Works

Jody Boulet, Director of Community Services Cheryl Tkachuk, Director of Financial Services Renee Horn, Executive Assistant, Mayor's Office

Kiley Bear, Acting Director of Corporate Services

Melodie Boulet, Executive Assistant, City Manager's Office Craig Guidinger, Director of Planning and Development Services

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

Mayor G. Dionne called the meeting to order.

Page 1 of 11 Friday, November 19, **Budget Committee** Regular Meeting

#### 5. GENERAL FUND BUDGET FOR REVIEW CONTINUED

5.11.20 Little Red Park Functional Area

0301. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Little Red Park Functional Area be approved at a cost of \$264,400, as presented.

**CARRIED** 

5.11.21 Margo Fournier Centre Functional Area

0302. Moved by: Councillor D. Kilmer

That the total 2022 Operating Budget for the Margo Fournier Centre Functional Area be approved at a cost of \$201,480, as presented.

**CARRIED** 

5.11.22 Museums Functional Area

0303. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Museums Functional Area be approved at a cost of \$146,680, as presented.

**CARRIED** 

5.11.23 Outdoor Sports Fields Functional Area

0304. Moved by: Councillor T. Head

That Line No. 64 with respect to Playfields Maintenance: Purchase Maintenance – Other Equipment be reduced by \$4,000 and approved at a cost of \$1,000.

**CARRIED** 

0305. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Outdoor Sports Fields Functional Area be approved at a cost of \$197,550, which includes the approved cost savings in the amount of \$4,000.

- 5.11.24 Parks Functional Area
- 5.11.24.1 Report Tab 11 Forestry Management Plan Update (RPT 21-304)
- 0306. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Parks Functional Area be approved at a cost of \$1,609,360, as presented.

**CARRIED** 

- 5.11.25 Playgrounds and Playstructures Functional Area
- 0307. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Playgrounds and Playstructures Functional Area be approved at a cost of \$214,080, as presented.

CARRIED

- 5.11.26 Prince Albert Golf and Curling Centre Functional Area
- 0308. Moved by: Councillor D. Cody

That the total 2022 Operating Budget for the Prince Albert Golf and Curling Centre Functional Area be approved at a cost of \$36,000, as presented.

**CARRIED** 

- 5.11.27 Recreation Functional Area
- 5.11.27.1 Report Tab 12 Culture Plan Update (RPT 21-428)
- 5.11.27.2 Report Tab 13 Public Art Update (RPT 21-429)
- 0309. Moved by: Councillor T. Head

That Line No. 43 with respect to Public Art Capital: Operating Supplies be reduced by \$10,000 and approved at a cost of \$13,800.

0310. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Recreation Functional Area be approved at a cost of \$673,160, which includes the approved cost savings in the amount of \$10,000.

CARRIED

5.11.28 Saskatchewan Lotteries Program Functional Area

0311. **Moved by:** Councillor B. Edwards

That the total 2022 Operating Budget for the Saskatchewan Lotteries Program Functional Area be approved at a cost of \$0, as presented.

**CARRIED** 

5.11.29 Skateboard Park Functional Area

0312. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Skateboard Park Functional Area be approved at a cost of \$26,290, as presented.

**CARRIED** 

5.11.30 Tourist Information Centre Functional Area

0313. **Moved by:** Councillor B. Edwards

That the total 2022 Operating Budget for the Tourist Information Centre Functional Area be approved at a cost of \$22,480, as presented.

**CARRIED** 

The meeting recessed at 9:55 a.m.

The meeting reconvened at 10:22 a.m.

#### 5.12 PUBLIC WORKS

- 5.12.1 Public Works Administration Functional Area
- 5.12.1.1 Report Tab 19 Engineering Technician II Surveyor Position (RPT 21-402)
- 0314. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Public Works Administration Functional Area be approved at a cost of \$938,920, as presented.

**CARRIED** 

- 5.12.2 Municipal Service Centre Functional Area
- 0315. Moved by: Councillor D. Kilmer

That the total 2022 Operating Budget for the Municipal Service Centre Functional Area be approved at a cost of \$148,330, as presented.

CARRIED

- 5.12.3 Old City Yards Functional Area
- 0316. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Old City Yards Functional Area be approved at a cost of \$89,730, as presented.

CARRIED

- 5.12.4 Back Lanes Maintenance Functional Area
- 0317. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Back Lanes Maintenance Functional Area be approved at a cost of \$80,310, as presented.

CARRIED

- 5.12.5 Sidewalks Functional Area
- 0318. **Moved by:** Councillor T. Zurakowski

That the total 2022 Operating Budget for the Sidewalks Functional Area be approved at a cost of \$226,870, as presented.

5.12.6 Snow Downtown Functional Area

0319. Moved by: Councillor D. Kilmer

That the total 2022 Operating Budget for the Snow Downtown Functional Area be approved at a cost of \$154,700, as presented.

**CARRIED** 

5.12.7 Snow Management Functional Area

0320. Moved by: Councillor B. Edwards

That Line No. 21 with respect to Surface and Sidewalk Sanding – Operating Supplies be reduced by \$6,000 and approved at a cost of \$0.

**CARRIED** 

5.12.8 Street Lighting Functional Area

0321. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Street Lighting Functional Area be approved at a cost of \$944,500, as presented.

**CARRIED** 

The meeting recessed at 12:03 p.m.

The meeting reconvened at 1:11 p.m.

5.12.7 Snow Management Functional Area Continued

0322. Moved by: Councillor C. Miller

That the total 2022 Operating Budget for the Snow Management Functional Area be approved at a cost of \$1,109,900, which includes the approved cost savings in the amount of \$6,000.

5.12.9 Streets and Roads Functional Area

0323. Moved by: Councillor T. Zurakowski

That Line No. 91 with respect to Surface Works Grading and Gravelling: Granular Materials be reduced by \$5,000 and approved at a cost of \$5,000.

**CARRIED** 

0324. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Streets and Roads Functional Area be approved at a cost of \$633,030, which includes the approved cost savings in the amount of \$5,000.

**CARRIED** 

5.12.10 Street Sweeping Functional Area

0325. **Moved by:** Councillor T. Zurakowski

That the total 2022 Operating Budget for the Street Sweeping Functional Area be approved at a cost of \$277,890, as presented.

**CARRIED** 

5.12.11 Parking Lots Functional Area

0326. Moved by: Councillor B. Edwards

That the total 2022 Operating Budget for the Parking Lots Functional Area be approved at a cost of (\$98,340), as presented.

CARRIED

5.12.12 Traffic Counts and Lane Markings Functional Area

0327. **Moved by:** Councillor T. Zurakowski

That the total 2022 Operating Budget for the Traffic Counts and Lane Markings Functional Area be approved at a cost of \$152,510, as presented.

5.12.13 Traffic Lights Functional Area

0328. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the Traffic Lights Functional Area be approved at a cost of \$346,720, as presented.

**CARRIED** 

5.12.14 Traffic Signs Functional Area

0329. Moved by: Councillor T. Zurakowski

That the total 2022 Operating Budget for the Traffic Signs Functional Area be approved at a cost of \$306,070, as presented.

**CARRIED** 

5.12.15 City Public Transit Functional Area

0330. Moved by: Councillor B. Edwards

That Line No. 19 with respect to Transit Operation: Rentals – City Automotive and Equipment be reduced by \$235,260 and approved at a cost of \$229,400.

**MOTION DEFEATED** 

0331. Moved by: Councillor T. Head

That Line No.19 with respect to Transit Operation: Rentals – City Automotive and Equipment be reduced by \$115,000 and approved at a cost of \$349,660.

CARRIED

0332. Moved by: Councillor T. Head

That the total 2022 Operating Budget for the City Public Transit Functional Area be approved at a cost of \$943,720, which includes the approved cost savings in the amount of \$115,000.

- 5.7.4 Information Technology Functional Area Continued
- 5.7.4.1 2022 Information Technology Allocation Requests Presentation (PRESENTED AT MEETING)

PowerPoint Presentation was provided by Rachel Heidecker, Innovation and Information Technology Manager.

0333. Moved by: Councilor T. Head

That the total 2022 Operating Budget for the Information Technology Functional Area be approved at a cost of \$1,348,970, which includes the approved cost savings in the amount of \$3,000.

CARRIED UNANIMOUSLY

#### **5.14 FLEET**

- 5.14.1 Fleet Equipment Requests
- 0334. Moved by: Councillor B. Edwards

That FL-01 – Replacement of Five (5) Zero Turn Mowers be amended to only replace three (3) Zero Turn Mowers, at a cost of \$105,000.

**CARRIED** 

0335. Moved by: Councillor B. Edwards

That FL-08 – Replacement of Forklifts be amended to only replace one (1) Forklift at a cost of \$105,000.

CARRIED

0336. Moved by: Councillor T. Zurakowski

That only \$100,000 be allocated from the Equipment and Fleet Reserve for FL-09 – Replacement of Light Duty Trucks.

**CARRIED** 

0337. Moved by: Councillor D. Cody

That FL-10 – Replacement of Unit 52 – Asphalt Roller at a cost of \$200,000 be removed from the 2022 Fleet Equipment Replacement List.

# 0338. Moved by: Councillor D. Cody

That the total 2022 Budget for the Fleet Equipment be approved at a cost of \$1,661,000 funded from the Equipment and Fleet, Fire Equipment and Golf Course Equipment Golf Cart Reserves, identified as follows, and the allocation of \$390,000 funded from the Police Fleet Reserve:

Commur	nity Services Equipment		
FL-01	Replacement of Three (3) Zero Turn Mowers	\$105,000	
FL-02	Replacement of Single Axle Trailers	\$35,000	
FL-03	Replacement of Unit 4714 – John Deere Gator	\$25,000	
FL-04	Replacement of Unit 6132 – Fringe Cut Mower	\$82,000	
FL-05	Replacement Program – Golf Carts	\$70,000	
Fire and	Fire and Emergency Services Equipment		
FL-06	Replacement Program – Self Contained Breathing Apparatus	\$84,000	
Public W	orks Equipment		
FL-07	Replacement of Unit 39 – Snow Blower	\$260,000	
FL-08	Replacement of Forklift	\$105,000	
FL-09	Replacement of Light Duty Trucks	\$100,000	
FL-11	Replacement of Unit 122 – Sign Truck	\$160,000	
FL-12	Replacement of Unit 29 – Skid Steer	\$125,000	
FL-13	Replacement of Unit 198 – Walk Behind Line Painter	\$15,000	
FL-14	Replacement of Unit 440 – 2014 Paratransit Bus	\$75,000	
Sanitatio	n Equipment		
FL-15	Replacement of Unit 67 – Automated Waste Collection Truck	\$420,000	
	Total Fleet Purchases	\$1,661,000	
Reserve	Allocation		
Equipment and Fleet Reserve		\$1,425,000	
Fire Equipment Reserve		\$84,000	
Golf Course Equipment and Golf Carts Reserve		\$152,000	
Police Fleet Reserve		\$390,000	
External Funding		\$55,000	
3			

**Total Reserve Funding** 

\$2,106,000

**CARRIED** 

0339. Moved by: Councillor T. Zurakowski

That the approved cost savings to the Fleet Requests in the amount of \$480,000 be allocated to reduce the Operating Budget.

**CARRIED** 

#### 7. ADJOURNMENT – 4:26 P.M.

0340. Moved by: Councillor D. Kilmer

That this Committee do now adjourn until Saturday, November 20, 2021 at 9:00 a.m. to continue consideration of the 2022 General Fund Operating and Capital Budgets.

**CARRIED** 

MAYOR GREG DIONNE

**CITY CLERK** 

MINUTES ADOPTED THIS

DAY OF

, A.D. 2022.



## CITY OF PRINCE ALBERT

# BUDGET COMMITTEE REGULAR MEETING

# **MINUTES**

# SATURDAY, NOVEMBER 20, 2021, 9:07 A.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 Jim Toye, City Manager Kris Olsen, Fire Chief

Jason Maier, Finance Manager Wes Hicks, Director of Public Works

Jody Boulet, Director of Public Works

Jody Boulet, Director of Community Services

Cheryl Tkachuk, Director of Financial Services Kiley Bear, Acting Director of Corporate Services Jerri Hoback, Assistant Director of Financial Services

Melodie Boulet, Executive Assistant, City Manager's Office

Craig Guidinger, Director of Planning and Development Services

# 1. CALL TO ORDER

Mayor G. Dionne called the meeting to order.

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#### 5.15 CAPITAL PROJECTS

5.15.1 C1-01 – Networking

0341. Moved by: Councillor T. Head

That Item No. C1-01 with respect to Networking be approved at a cost of \$204,000 from the Information Technology Reserve.

CARRIED

5.15.2 C1-02 - End User Computing and Printing

0342. Moved by: Councillor D. Kilmer

That Item No. C1-02 with respect to End User Computing and Printing be approved at a cost of \$101,500 from the Information Technology Reserve.

**CARRIED** 

5.15.3 C1-03 - Communications

0343. Moved by: Councillor D. Kilmer

That Item No. C1-03 with respect to Communications be approved at a cost of \$160,000 from the Information Technology Reserve.

**CARRIED** 

5.15.4 C1-04 – Business Continuity

0344. Moved by: Councillor T. Head

That Item No. C1-04 with respect to Business Continuity be approved at a cost of \$20,000 from the Information Technology Reserve.

CARRIED

5.15.5 C1-05 – Work and Asset Management Systems

0345. Moved by: Councillor C. Miller

That Item No. C1-05 with respect to Work and Asset Management Systems be approved at a cost of \$38,900 from the Information Technology Reserve.

5.15.6 C1-06 – Web and Portal Systems

0346. Moved by: Councillor T. Head

That Item No. C1-06 with respect to Web and Portal Systems be approved at a cost of \$22,800 from the Information Technology Reserve.

**CARRIED** 

5.15.7 C1-07 – Finance and Admin Systems

0347. Moved by: Councillor T. Head

That Item No. C1-07 with respect to Finance and Admin Systems be approved at a cost of \$34,300 from the Information Technology Reserve.

**CARRIED** 

5.15.8 C1-08 - Municipal Service Centre Parking Pedestals

0348. Moved by: Councillor T. Head

That Item No. C1-08 with respect to Municipal Service Centre Parking Pedestals be approved at a cost of \$60,000.

**CARRIED** 

5.15.9 C1-09 – Playground Replacement Program

5.15.9.1 Report Tab 14 – State of the Playgrounds 2021 (RPT 21-427)

0349. Moved by: Councillor T. Zurakowski

That Item No. C1-09 with respect to Playground Replacement Program be approved at a cost of \$130,000.

CARRIED

5.15.10 C1-10 – Reconstruction of Park Pathways

0350. **Moved by:** Councillor T. Zurakowski

That Item No. C1-10 with respect to Reconstruction of Park Pathways be approved at a cost of \$50,000.

5.15.11 C1-11 – Roofing Projects

0351. **Moved by:** Councillor B. Edwards

That Item No. C1-11 with respect to Roofing Projects be approved at a cost of \$100,000.

**CARRIED** 

5.15.12 C1-12 – Landscaping Projects

0352. **Moved by:** Councillor B. Edwards

That Item No. C1-12 with respect to Landscaping Projects be approved at a cost of \$50,000.

**CARRIED** 

5.15.13 C1-13 – Crescent Heights Spray Park

5.15.13.1 Report Tab 15 – Crescent Heights Spray Park (RPT 21-441)

0353. Moved by: Councillor D. Ogrodnick

That Item No. C1-13 with respect to Crescent Heights Spray Park be approved at a cost of \$120,000 from the Future Infrastructure Reserve conditional upon receiving \$200,000 from external funding.

CARRIED

5.15.14 C1-14 – Golf Course – Reconstruction and Repair of Pathways

0354. Moved by: Councillor D. Cody

That Item No. C1-14 with respect to Golf Course – Reconstruction and Repair of Pathways be approved at a cost of \$50,000 from the Golf Course Improvement Reserve.

CARRIED

5.15.15 C1-15 - Little Red River Park Stages of Development

0355. Moved by: Councillor D. Ogrodnick

That Item No. C1-15 with respect to Little Red River Park Stages of Development be approved at a cost of \$146,800 from the Pehonan Parkway Reserve.

5.15.16 C1-16 – Kinsmen Water Park Landing Pool

0356. Moved by: Councillor T. Zurakowski

That Item No. C1-16 with respect to Kinsmen Water Park Landing Pool be approved at a cost of \$25,000 from the Kinsmen Water Park Surcharge Reserve.

**CARRIED** 

5.15.17 C1-17 – E.A. Rawlinson Centre Improvements

0357. **Moved by:** Councillor D. Cody

That Item No. C1-17 with respect to E.A. Rawlinson Centre Improvements be approved at a cost of \$44,000 from the E.A. Rawlinson Centre Facility Fee Reserve.

**CARRIED** 

5.15.18 C1-18 – Art Hauser Centre Air Handling Unit

0358. Moved by: Councillor D. Kilmer

That Item No. C1-18 with respect to Art Hauser Centre Air Handling Unit be approved at a cost of \$200,000.

CARRIED

5.15.19 C1-19 – James Isbister Park Improvements

5.15.19.1 Report Tab 16 – James Isbister Park Improvements (RPT 21-440)

0359. **Moved by:** Councillor C. Miller

That Item No. C1-19 with respect to James Isbister Park Improvements be approved at a cost of \$100,000 from the Future Infrastructure Reserve conditional upon receiving \$200,000 from external funding.

CARRIED

5.15.20 C1-20 - Two Post Vehicle Lift

0360. Moved by: Councillor T. Head

That Item No. C1-20 with respect to Two Post Vehicle Lift be approved at a cost of \$50,000 from the Equipment and Fleet Reserve.

5.15.21 C1-21 – Continuation of Resurfacing Municipal Service Centre Bay Concrete Floor

0361. **Moved by:** Councillor B. Edwards

That Item No. C1-21 with respect to Continuation of Resurfacing Municipal Service Centre Bay Concrete Floor at a cost of \$50,000 be approved from the Safety Reserve.

CARRIED

5.15.22 C1-22 – Fence Replacement Old Yards

0362. **Moved by:** Councillor B. Edwards

That Item No. C1-22 with respect to Fence Replacement Old Yards be approved at a cost of \$29,500.

CARRIED

5.15.23 C1-23 – Concrete Sidewalk, Curb and Median Rehabilitation

0363. **Moved by:** Councillor B. Edwards

That Item No. C1-23 with respect to Concrete Sidewalk, Curb and Median Rehabilitation be approved at a cost of \$300,000.

**CARRIED** 

5.15.24 C1-24 – Concrete Sidewalk Replacement Program – Senior Residence

5.15.24.1 Report Tab 20 – Seniors Residence Sidewalk Replacement Program (RPT 21-320)

0364. Moved by: Councillor T. Lennox-Zepp

- 1. That Item No. C1-24 with respect to Concrete Sidewalk Replacement Program Senior Residence be approved at a cost of \$46,500; and,
- 2. That RPT 21-320 be referred for consideration to the 2023 Budget deliberations.

5.15.25 C1-25 – Concrete Sidewalk Connector Program

5.15.25.1 Report Tab 23 – The Sidewalk Connector Program (RPT 20-354)

0365. Moved by: Councillor D. Kilmer

That Item No. C1-25 with respect to Concrete Sidewalk Connector Program at a cost of \$100,000 be removed.

CARRIED

5.15.26 C1-26 – Parking Lot Rehabilitation Program

Councillor D. Ogrodnick assumed the Chair.

0366. Moved by: Mayor G. Dionne

That Item No. C1-26 with respect to Parking Lot Rehabilitation Program at a cost of \$225,000 be removed and referred for consideration to the 2023 Budget deliberations.

**CARRIED** 

Mayor G. Dionne resumed the Chair.

5.15.27 C1-27 – Roadways Recapping Program

0367. Moved by: Councillor D. Cody

That Item No. C1-27 with respect to Roadways Recapping Program be approved at a cost of \$4,100,000.

CARRIED

5.15.28 C1-28 - Survey - Total Station

0368. Moved by: Councillor T. Head

That Item No. C1-28 with respect to Survey – Total Station be approved at a cost of \$60,000.

5.15.29 C1-29 – Municipal Service Centre New Building and Upgrades

5.15.29.1 Report Tab 21 – MSC New Building and Upgrades (RPT 21-400)

0369. Moved by: Councillor C. Miller

That Item No. C1-29 with respect to Municipal Service Centre New Building and Upgrades be approved at a cost of \$10,491,000 conditional upon receiving the entire amount in external funding.

CARRIED

The meeting recessed at 10:40 a.m.

The meeting reconvened at 10:56 a.m.

5.15.30 C1-30 – Pedestrian Bridge Replacement

0370. **Moved by:** Councillor B. Edwards

That Item No. C1-30 with respect to Pedestrian Bridge Replacement be approved at a cost of \$35,000 from the Future Infrastructure Reserve.

CARRIED

5.15.31 C1-31 – Municipal Service Centre Compresses Air Distribution Replacement

0371. Moved by: Councillor D. Kilmer

That Item No. C1-31 with respect to Municipal Service Centre Compresses Air Distribution Replacement be approved at a cost of \$80,000.

CARRIED

5.15.32 C1-32 – Replacement Folding Machine

5.15.32.1 Report Tab 6 – Replacement of Mailroom Equipment (RPT 21-389)

0372. Moved by: Councillor T. Head

That Item No. C1-32 with respect to Replacement Folding Machine be approved at a cost of \$20,500.

5.15.33 C1-33 – Replacement Postage Machine

0373. Moved by: Councillor C. Miller

That Item No. C1-33 with respect to Replacement Postage Machine at a cost of \$15,200 be removed.

**CARRIED** 

5.15.34 C1-34 - Long-Term Debt Repayment - Golf Course Irrigation Replacement

0374. **Moved by:** Councillor T. Zurakowski

That Item No. C1-34 with respect to Long-Term Debt Repayment – Golf Course Irrigation Replacement be approved at a cost of \$65,000 from the Golf Course Improvement Reserve.

**CARRIED** 

5.15.35 C1-35 - Long-Term Debt Repayment - West Hill Infrastructure Improvements

0375. Moved by: Councillor T. Zurakowski

That Item No. C1-35 with respect to Long-Term Debt Repayment – West Hill Infrastructure Improvements be approved at a cost of \$22,300.

CARRIED

5.15.36 C1-36 – Long-Term Debt Repayment – City Transit Buses

0376. Moved by: Councillor T. Zurakowski

That Item No. C1-36 with respect to Long-Term Debt Repayment – City Transit Buses be approved at a cost of \$252,000.

**CARRIED** 

5.15.37 C1-37 - Long-Term Debt Repayment - Aquatic and Arenas Centre

0377. **Moved by:** Councillor B. Edwards

That Item No. C1-37 with respect to Long-Term Debt Repayment – Aquatic and Arenas Centre be approved at a cost of \$269,800 from the Civic Facilities Reserve.

#### 5.16 CAPITAL PROJECTS NOT FUNDED

- 5.16.1 Capital Projects Not Funded
- 5.16.1.1 Report Tab 5 Mobile App Budget Proposal (RPT 21-422)
- 5.16.1.2 Report Tab 17 Thermal Weed Control Update (RPT 21-439)
- 5.16.1.3 Report Tab 18 Off Leash Dog Parks (RPT 21-269)
- 0378. Moved by: Councillor T. Lennox-Zepp

That Item No. C2-03 with respect to Web and Portal Systems be approved at a cost of \$33,800 from the Information Technology Reserve.

**MOTION DEFEATED** 

0379. Moved by: Councillor T. Head

That Item No. C2-12 with respect to New – Amkus ION Combination Rescue Tool (Jaws of Life) be approved at a cost of \$16,500 from the Fire Equipment Reserve.

**CARRIED** 

0380. Moved by: Councillor T. Zurakowski

That Administration provide a report for consideration by members of Council at an upcoming meeting that identifies the possible location of two (2) new Fire Halls within the City.

**CARRIED** 

0381. Moved by: Councillor T. Lennox-Zepp

That Item No. C2-13 with respect to Central Avenue River Street to 10<sup>th</sup> Street Revitalization – Phase 1 be approved at a cost of \$1,200,000 from the Utility Improvement Balance.

**MOTION DEFEATED** 

The meeting recessed at 12:11 p.m.

The meeting reconvened at 1:10 p.m.

#### 0382. Moved by: Councillor D. Ogrodnick

That Item No. C2-15 with respect to Marquis Road East Widening be approved at a cost of \$1,000,000 from the Future Infrastructure Reserve and \$650,000 to be funded from the annual budget allocation for the Roadways Recapping Program.

#### **MOTION DEFEATED**

## 0383. Moved by: Councillor T. Zurakowski

That Item No. C2-15 with respect to Marquis Road East Widening be placed in the 2023 Capital Budget for consideration.

CARRIED

## 0384. Moved by: Councillor T. Lennox-Zepp

That Item No. C2-16 with respect to Municipal Service Centre Fuel Tanks and Pumps be approved at a cost of \$175,000 from the Future Infrastructure Reserve.

**CARRIED** 

## 0385. Moved by: Councillor D. Kilmer

That the following 2022 Capital Budget Projects be received as information and filed:

C2-01	Business Continuity	\$50,000
C2-02	Corporate Portal and Intranet Systems	\$94,900
C2-03	Web and Portal Systems	\$33,800
C2-04	Finance and Admin Systems	\$25,000
C2-05	Work and Asset Management Systems	\$10,600
C2-06	City Hall – Replace Elevator	\$150,000
C2-07	Thermal Weed Control System	\$34,700
C2-08	Golf Course – Renovation and Removal of Sand Bunkers	\$175,000
C2-09	Off Leash Dog Parks	\$20,000
C2-10	Concrete Sidewalk Replacement – Arts Centre	\$50,000

C2-11	New – Water Tanker Truck with 3000 Imperial Gallon Capacity	\$400,000
C2-13	Central Avenue River Street to 10 <sup>th</sup> Street Revitalization – Phase 1	\$1,200,000
C2-14	Roadways Recapping Program – Program Increase	\$167,000
C2-15	Marquis Road East Widening	\$1,000,000
C2-17	Upgrade Municipal Service Centre Heating and HVAC System	\$600,000

**CARRIED** 

#### 5.17 CAPTIAL BUDGET

- 5.17.1 2022 Capital Budget Approval
- 5.17.1.1 Report Tab 3 2021 General Fund Capital Projects Update (RPT 21-447)

## 0386. Moved by:

That the 2022 General Fund Capital Budget in the total amount of \$18,383,440 including \$263,040 in Police Capital be approved as follows:

Capital Funding	\$5,226,500
Reserve Funding	\$1,991,640
External Funding	\$10,891,000
Long-Term Debts Principal Payments	\$274,300
Total Capital Spending	\$18,383,440.

CARRIED

#### 5.13 OPERATING ISSUES NOT FUNDED

- 5.13.1 Operating Issues Not Funded
- 5.13.1.1 Report Tab 22 Funding Request Prince Albert & Area Community Alcohol Strategy Steering Committee (CORR 21-90 & RPT 21-253)
- 0387. Moved by: Councillor D. Kilmer

That U-01 with respect to Record Retention Clerk Steno – City Clerk's Office be approved at a cost of \$16,340.

#### **MOTION DEFEATED**

#### 0388. Moved by: Councillor T. Head

That U-03 with respect to Fire Hall Apparatus Floor Grate Repair at a cost of \$25,000 be funded from the Safety Reserve.

CARRIED

#### 0389. Moved by: Councillor C. Miller

That U-02 with respect to Requested New Position – Training Captain be approved at a cost of \$142,900.

#### **MOTION DEFEATED**

#### 0390. Moved by: Councillor T. Lennox-Zepp

That U-02 with respect to Requested New Position – Three (3) Additional Fire Fighters be approved at a cost of \$250,900.

#### **MOTION DEFEATED**

## 0391. Moved by: Councillor T. Head

That U-04 with respect to Prince Albert & Area Community Alcohol Strategy be approved at a cost of \$15,000.

#### **MOTION DEFEATED**

## 0292. Moved by: Councillor D. Kilmer

That U-08 with respect to Engineering Technician II (Surveyor) Position be approved at a cost of \$61,640.

#### **MOTION DEFEATED**

## 0393. Moved by: Councillor C. Miller

That the following 2022 Operating Budget Issues be received as information and filed:

U-01	Record Retention Clerk Steno – City Clerk's Office	\$16,340
U-02	Requested New Position – Fire Fighting	\$387,900
U-04	Prince Albert & Area Community Alcohol Strategy	\$15,000
U-05	Information Technology Staffing Proposal	\$299,300

U-06	Community Service Centre – Special Needs Transportation	\$48,410
U-07	Prince Albert Historical Society	\$37,320
U-08	Engineering Technician II (Surveyor) Position	\$61,640

**CARRIED** 

#### 5.18 UNFINISHED BUSINESS

#### 5.19 RESERVE ALLOCATIONS

- 5.19.1 Reserve Allocations
- 5.19.1 Future Infrastructure Reserve (PRESENTED AT MEETING)
- 0394. Moved by: Councillor T. Head

That the \$20,000 transfer request from City Taxation to the Alfred Jenkins Field House Improvements Reserve be removed.

#### **MOTION DEFEATED**

Councillor D. Ogrodnick assumed the Chair.

0395. Moved by: Mayor G. Dionne

That the transfer request from City Taxation to the Future Infrastructure Reserve be reduced by \$370,000 and approved at a transfer amount of \$250,000.

**CARRIED** 

Mayor G. Dionne resumed the Chair.

0396. Moved by: Councillor T. Zurakowski

That the transfer request from City Taxation to the Public Art Capital Reserve be reduced by \$20,000 and approved at a transfer amount of \$30,000.

**CARRIED** 

The meeting recessed at 3:06 p.m.

The meeting reconvened at 3:30 p.m.

# 0397. Moved by: Councillor B. Edwards

That the Budget Transfers be approved as follows:

Alfred Jenkins Field House Improvements Reserve	\$103,500
Arenas Improvement Reserve	\$39,080
Civic Facilities Reserve – City of Prince Albert	\$1,541,000
Civic Facilities Reserve – Transfer of Loan Interest	(\$464,000)
Community Services Building Reserve	\$15,000
Destination Marketing Levy Reserve	\$351,500
Downtown Improvement Reserve	\$40,000
Downtown Improvement - 2022 Grants	(\$40,000)
E.A. Rawlinson Centre Facility Fee Reserve	\$65,000
E.A. Rawlinson Mechanical Equipment Reserve	\$10,000
Equipment and Fleet Reserve	\$1,520,000
Fire Equipment Reserve	\$300,000
Future Infrastructure Reserve	\$250,000
Golf Course Carts Reserve	\$40,000
Golf Course Equipment Reserve	\$85,000
Golf Course – Improvements Reserve	\$190,000
Housing Reserve	\$0
Information Technology Reserve	\$500,000
Kinsmen Water Park Surcharge Reserve	\$20,500
Prince Albert Slo-Pitch League Reserve	\$34,300
Prince Albert Golf and Curling Club Mechanical	
Equipment Reserve	\$10,000
Pehonan Parkway Reserve	\$82,000
Police Capital Reserve	\$263,040
Police Fleet Reserve	\$300,000
Police Operating Reserve – Transfer for 2022	(\$200,000)
Prime Ministers' Park Improvement Reserve	\$3,760
Proactive Policing Reserve	\$554,600
Proactive Policing Reserve – 2022 Policing Strategy	(\$515,000)
Project Beach Volleyball Courts Reserve	\$3,000
Public Art Capital Reserve	\$30,000
Public Transit Reserve	\$105,000
Safety Reserve – Transfer for 2022	(\$25,000)
South Hill Cemetery Perpetual Care Reserve	\$10,000
TOTA	L \$5,222,280

#### 5.20 GENERAL GOVERNMENT

5.20.2 General Government Functional Area

0398. Moved by: Councillor Z. Zurakowski

That Line No. 45 with respect to Retirement Allowances: Retirement Allowances be reduced by \$3,000 and approved at a cost of \$0.

**CARRIED** 

0399. Moved by: Councillor D. Kilmer

That Line No. 65 with respect to Other General Government: Self-Employed Contractors be reduced by \$15,000 and approved at a cost of \$10,000.

**CARRIED** 

0400. Moved by: Councillor T. Zurakowski

That Line No. 63 with respect to Miscellaneous: Consulting Services be increased by \$25,000 and approved at a cost of \$50,000.

**CARRIED** 

0401. Moved by: Councillor B. Edwards

That Line No. 82 with respect to Miscellaneous: Rentals – City Automotive and Equipment be reduced by \$20,000 related to the Fuel Savings to be realized from the Municipal Service Centre Fuel Tanks and Pump Capital Project and approved at a cost of (\$20,000).

CARRIED

#### 7. ADJOURNMENT – 3:52 P.M.

0402. Moved by: Councillor D. Kilmer

That this Committee do now adjourn until a future date called by the Chair to continue consideration of the 2022 General Fund Operating and Capital Budgets.

CARRIED

MAYOR GREG DIONNE

**CITY CLERK** 

MINUTES ADOPTED THIS

DAY OF

. A.D. 2022.



## CITY OF PRINCE ALBERT

# **BUDGET COMMITTEE REGULAR MEETING**

# **MINUTES**

# MONDAY, FEBRUARY 7, 2022, 5:33 P.M. COUNCIL CHAMBER, CITY HALL

PRESENT: Mayor Greg Dionne

Councillor Charlene Miller

Councillor Terra Lennox-Zepp (Attended via videoconferencing)

Councillor Tony Head Councillor Don Cody

Councillor Dennis Ogrodnick Councillor Blake Edwards Councillor Dawn Kilmer Councillor Ted Zurakowski

Sherry Person, City Clerk Jim Toye, City Manager Kris Olsen, Fire Chief

2022

Jason Maier, Finance Manager Wes Hicks, Director of Public Works

Kiley Bear, Director of Corporate Services Jody Boulet, Director of Community Services Cheryl Tkachuk, Director of Financial Services Renee Horn, Executive Assistant, Mayor's Office

Craig Guidinger, Director of Planning and Development Services

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

Mayor G. Dionne called the meeting to order.

#### 2. APPROVAL OF AGENDA CONTINUED

0001. Moved by: Councillor Miller

That the Agenda for this meeting be amended as follows:

1. That a report from the Prince Albert Board of Police Commissioners dated February 1, 2022, be added for consideration with Item No. 5.2.1.

**CARRIED** 

#### 5.2 POLICE SERVICE CONTINUED

- 5.2.1 Police Functional Area Continued
- 5.2.1.1 2022 Police Service Budget Reduction due to City Fiscal Challenges (RPT 22-75) (PRESENTED AT MEETING)
- 0002. Moved by: Councillor Miller

That the City accept an additional \$200,000 for a total of \$400,000 to be transferred from the Police Service Operating Reserve to the City's General Fund, as approved by the Prince Albert Board of Police Commissioners, to assist with the City's significant budgeting shortfalls.

**CARRIED** 

#### **FUNCTIONAL AREAS CONTINUED**

0003. Moved by: Councillor Kilmer

That the total 2022 Operating Budget for the following Functional Areas be adjusted and approved as indicated:

- 1. That the Information Technology Functional Area be approved at a cost of \$1,298,970, which includes a reduction of \$50,000 to Line No. 15 with respect to Information Systems: Computer Services to an approved cost of \$507,750;
- 2. That the Building Inspections Functional Area be approved at a cost of \$82,820; which includes an increase of \$20,000 to Line No. 1 with respect to Building Permits: Other Revenues to an approved revenue amount of \$240,000;
- 3. That the Economic Development Functional Area be approved at a cost of \$119,770, which includes an increase of \$20,000 to Line No. 1 with respect to Business and General Licenses: Other Revenue to an approved revenue of \$290,000;

- 4. That the Parking Tickets and Meters Functional Area be approved at a cost of (\$553,240), which includes an increase of \$39,000 to Line No. 4 with respect to Parking Ticket Violations: Other Revenue to an approved revenue of \$459,000; and,
- 5. That the Impound Lot Functional Area be approved at a cost of (\$249,950), which includes an increase of \$39,380 to Line No. 2 with respect to Impound Lot: Rental-Lease Revenues-Non Taxable to an approved revenue of \$379,040.

CARRIED

#### 5.17 CAPITAL BUDGET CONTINUED

5.17.1 2022 Capital Budget Approval Continued

0004. Moved by: Councillor Zurakowski

- 1. That Budget Committee Resolution Nos. 0384 and 0386 dated November 20, 2021, be rescinded;
- 2. That Item No. C2-16 with respect to Municipal Service Centre Fuel Tanks and Pumps be referred for consideration to the 2023 Budget deliberations; and,
- 3. That the 2022 General Fund Capital Budget in the total amount of \$18,208,400 including \$263,040 in Police Capital be approved as follows:

Capital Funding	\$5,226,500
Reserve Funding	\$1,816,640
External Funding	\$10,891,000
Long-Term Debts Principal Payments	\$274,300
Total Capital Spending	\$18,208,440.

**CARRIED** 

#### 5.19 RESERVE ALLOCATIONS CONTINUED

5.19.1 Reserve Allocations Continued

0005. **Moved by:** Councillor Cody

That the transfer from City Taxation to the Future Infrastructure Reserve be further reduced by \$175,000 and approved at a transfer amount of \$75,000.

## 5.20 GENERAL GOVERNMENT CONTINUED

## 5.20.2 General Government Functional Area Continued

## 0006. Moved by: Councillor Head

- 1. That Line No. 13 with respect to Property Tax Penalties: Other Revenue be increased by \$25,000 to an approved revenue amount of \$375,000;
- 2. That Line No. 14 with respect to Property Tax Surcharge: Other Revenue be increased by \$11,510 to an approved revenue amount of \$286,510;
- 3. That Line No. 27 with respect to SaskEnergy Natural Gas Franchise: Other Revenue be increased by \$25,000 to an approved revenue amount of \$800,000;
- That Line No. 30 with respect to Interest Income: Other Revenue be increased by \$38,000 to an approved revenue amount of \$390,000; and,
- 5. That Line No. 123 with respect to Land Development Capital Fund: Other Revenue be increased by \$17,000 to an approved transfer amount of \$85,000 from the Land Fund Budget.

**CARRIED** 

# 0007. Moved by: Councillor Head

That the City fund the shortfall of the 2022 Operating Budget in the amount of \$266,640 from savings realized in 2021 related to the following:

- 1. \$201,640 savings from unspent Long Term Debt Interest budgeted for the Arenas and Aquatic Centre Loan;
- 2. \$50,000 savings from unspent monies in regards to Positive Storytelling Marketing; and,
- 3. \$15,000 savings from the Lone Worker Agreement.

**CARRIED** 

## 5.20.1 Allocation of Budgeted Surplus

## 0008. Moved by: Councillor Head

That the Budgeted Operating Surplus of (\$2,481,440), be allocated as follows:

Operating Surplus to be Allocated	(\$2,481,440)
Non-Cash Adjustment - Amortization	(\$7,600,000)
Operating Surplus – Adjusted	(\$10,081,440)
Allocations:	
Capital Expenditures	\$5,226,500
Reserve Allocation	\$4,847,280
Principal Payments on Loans	\$274,300
Transfer from Fiscal Stabilization	(\$266,640)
Estimated COVID-19 2022 Losses	\$2,000,000
Funding TBD to Cover COVID-19 Losses	(\$2,000,000)
Total Allocations	\$10,081,440
Balanced Budget (Surplus)	-

CARRIED

#### 5.20.2 General Government Functional Area Continued

## 0009. Moved by: Councillor Cody

That the total 2022 Operating Budget for the General Government Functional Area be approved at a cost of (\$53,881,390), which includes all approved adjustments to the General Fund Operating and Capital Budget.

CARRIED

# 6. SUBMIT TO COUNCIL

#### 6.1 Submit to Council

## 0010. Moved by: Councillor Zurakowski

1. That The City of Prince Albert 2022 General Fund Operating and Capital Budgets, as amended, along with the Resolutions of the Budget Committee, and a final covering report from the Director of Financial Services, be forwarded to City Council for final approval; and,

2. That a Tax Policy Report, to raise the required amount of funding to balance the 2022 General Fund Budgets, be forwarded to City Council for consideration, in due course.

**CARRIED** 

# 7. ADJOURNMENT – 6:34 P.M.

0011. Moved by: Councillor Kilmer

That this Committee do now adjourn.

**CARRIED** 

MAYOR GREG DIONNE

CITY CLERK

MINUTES ADOPTED THIS

DAY OF

, A.D. 2022.

Jan. 13/22 Daily Herald



# CITY OF PRINCE ALBERT PUBLIC NOTICE

# CITY COUNCIL PARTICIPATION IN ACTIVE LIVING PROGRAM

The City of Prince Albert hereby gives notice, pursuant to Section 102 of *The Cities Act* and the City's Public Notice Bylaw No. 24 of 2019 of its intention to include Members of City Council under the scope of the City of Prince Albert Active Living Program.

**Reason for Change:** The Active Living Program's goal is to promote activity, healthy behaviors and wellness amongst employees. It is the intention of The City to expand the scope of the program to include Members of City Council at a budgeted amount of \$2,160.

Budgetary approval of this matter will be considered at the following City Council meeting:

Monday, January 24, 2022 at 3:45 p.m.

Council Chamber, City Hall, 1084 Central Avenue,

Prince Albert SK

If any person wishes to appear before City Council regarding this matter, please provide your submission to the City Clerk by 4:45 p.m. on Tuesday, January 18, 2022. Please visit www.citypa.ca or call the City Clerk's Office at 306-953-4305 for further information on the requirements to appear.

Information regarding the proposed amendments may be directed to the Financial Services Department at 306-953-4316.

Issued at the City of Prince Albert this 13th day of January 2022. Sherry Person, City Clerk

FINALS Feder Door Pr at every **\$50** Final Pi Origina Lake C PROU

# **Cost Accountant**

Meadow Lake Mechanical Pulp Inc. is seeking a detail oriented, dynamic individual to fill our Cost Accountant role within the Finance department. Apply for this career opportunity today! For position details apply online.

Please apply through the following link:

https://recruiting.ultipro.ca/PAP5000PXCH/JobBoard/8842b9ae-4468-46fc-9458-64379cfc2c77/Opportunity/OpportunityDetail?opportunityId=e4a9326a-d7f2-40b5-bb6d-3a2c1b3b2da7

All postings are on Saskjob.ca or contact: careers@meadowlakepulp.com

# **Payroll Coordin**

The Payroll Coordinato of the Meadow Lake m payroll information, as accordance with applic

Please apply through https://recruiting.ull 46fc-9458-64379cfc aa24b161-787e-405!

All postings are on Sa



Brandy Heyden HR Assistant Coordinator Meadow Lake Mechanical Pulp Inc.

Paper Excellence Canada www.paperexcellence.com256

## **CORR 21-108**

TITLE: Specialized Transportation Services - Budget 2022

DATE: December 7, 2021

TO: City Council

PUBLIC: X INCAMERA:

PRESENTATION: NONE

**ATTACHMENTS:** 

1. Letter dated November 15, 2021

Written by: Gloria Mahussier, Board Chair, Prince Albert & District Community Service Centre



...providing services to people in need...

Website: www.pacsc.com

November 15, 2021

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

Dear Mayor Dionne and Council,

# Re: Specialized Transportation Services - Budget 2022

On behalf of the Board of Directors of the Prince Albert and District Community Service Centre, we wish to express our appreciation for the ongoing support to the citizens of Prince Albert that require Paratransit or Seniors' Transportation services.

# **KEY MESSAGES:**

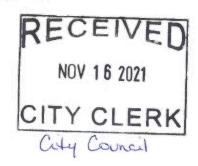
# The 2022 budget request:

Projections for 2022 are 100% passenger utilization of service over the course of the year. Vehicle hours are projected at normal volume.

**Community Service Centre** 

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

Ph: 306-953-4461 Fax: 306-953-4480



**\$586,123** is requested for Paratransit. This budget request also includes **\$33,044** to eliminate trip refusals and unfulfilled trips. No increase is requested for Seniors' Transportation

#### Value:

- The City of Prince Albert provides funding to the Community Service Centre on an annual basis by virtue of an application to City Hall.
   Budget for Paratransit Service: \$537,710 in 2019, 2020 and 2021.
  - The Community Service Centre has created a plan that responds to City of Prince Albert's changing needs
  - Note. Transportation is one of the most important determinants for a healthy, vibrant, and inclusive society.
  - Transportation Assistance for Persons with Disabilities (TAPD) Program brings in approximately\$139,00 to \$187,000 per year in grant money depending on ridership and in addition, assists in underwriting the cost of new paratransit bus purchases.
  - The Community Service Centre provides a service with an exemplary safety record, cost effectiveness and efficiency, and has done so for decades.

# Short History 2016 to 2021:

2016 – Community Stakeholder consultations were held in partnership with the city. Community Service Centre transportation budget was \$482,390, \$68,880 for Seniors' Transportation.

2017 – Based on consultation recommendations for Safety, Efficiency and Effectiveness, one-time funding was provided for back-up cameras and on-board cameras:

- Funding was increased to extend hours of operation to allow inclusion of people with disability in mainstream community activities, i.e. Raiders games
- Agency piloted the use of tablets to increase efficiency in trip routing and driver dispatching. Since we do not have an evening or weekend dispatcher, PA is unique in that the drivers do their own dispatching. The pilot project was unable to accommodate this unique feature efficiently.
- Community Service Centre core funding of \$521,036 was granted for Paratransit, \$69,120 for Seniors' Transportation.

2018 – 0% increase in response to the City of Prince Albert request for cost effectiveness. Community Service Centre Paratransit budget \$521,036, Seniors' Transportation - \$69,120.

2019 – Appeal to the City based on principles of Inclusion and legislation pertaining to Human Rights. 0% increase would have resulted in service cutbacks. Specialized transportation services are a human right under provincial Human Rights legislation.

- Community Service Centre Paratransit budget of \$537,710 approved,
   \$69,120.
- 263 paratransit trip refusals and 2891 unfulfilled trips previous year.
- Invitation by Council to bring forward a budget request next year to eliminate shortfalls in service.

2020 - Increased Seniors' service to weekends at no cost to the City

- Wage increases tied to City negotiation and settlement of Collective Agreement resulted in an increase in wages and retro pay of \$37,409 (7% increase)
- Proposed split shift to eliminate trip refusals and unfulfilled trips budgeted at \$38,000 (7.07% increase)

No budget increase - City granted \$537,710 to Community Service Centre for Paratransit and \$69,500 for Seniors' Transportation

2021 – No fee increase granted. Increased operating expenses off-set by cutbacks due to COVID 19.

# Challenges:

- Two main issues, first is to maintain the current level of service a budget of \$586,123 is required. The reality is that less than full budget of \$586,123 will result in decrease in evening and weekend services.
- Second issue is one of waiting lists and trips turned away. The
  elimination of waiting lists was a concern in the community
  consultations of 2016 and has continued as a strategic priority from
  2017 through to 2022. There are currently 21 people on a waiting list
  that we are unable to serve.
- To solve the problem of capacity a split-shift would provide a costeffective solution with a budget of \$34,044 in addition to the \$586,123 requested.
- Outcome if the split-shift is not implemented is a failure on our commitment to provide and maintain a welcoming, inclusive and diverse community.
- What we do not know is the "latent" demand based on passengers who have given up because of non-availability
- COVID 19 has created scheduling pressures, attempting to balance workforce with workload

# Agreement in Principle:

Not all external agencies are created equal. The Community Service Centre provides a service with an exemplary safety record, cost effectiveness and

efficiency, and has done so for decades. Nothing facilitates inclusion more than accessible transportation to provide access to citizens reliant on specialized transportation services. The provision of specialized transportation services goes beyond the concept of "quality of life". It is about inclusion of people with disabilities and seniors in all aspects of daily life from going to medical appointments, shopping, recreational activities, work, school, cultural and community events. Transportation connects individuals to all other aspects of community life. It is, as Councillor Ogrodnick pointed out, about respect and dignity.

Specialized transportation reflects the City's values and principles of an innovative, welcoming, diverse, inclusive and healthy community of opportunity and as such, specialized transportation belongs under the transportation umbrella as an essential service.

Step increases to salaries, contract wage increases, and corresponding benefit costs need to be addressed in the budget so as to not result in a reduction of services. Through the natural course of inflation, operating costs increase annually and the majority of those are outside the control of the agency.

Specialized transportation services serve the mission statement – "The City of Prince Albert enhances quality of life through excellence in service." The emphasis on enabling access to community supports the goal of "active and caring community."

# Impact:

What would the impact be if the increase was not granted?

 It would be a reduction in service which we know would reduce the quality of life and devasting to those we serve.  It would be a failure to meet the goal of access to equal, dignified transportation for persons with disabilities. It is a priority of the Saskatchewan Human Rights Commission. It should be our unanimous collective goal to maintain the current level of service and eliminate missed trips and turned away customers.

It is truly our hope and expectation that specialized transportation services in our City will meet the needs of its residents and with that; the necessary funds will be approved for the 2022 budget.

Sincerely,

Makussiw

Gloria Mahussier

**Board Chair** 

Prince Albert and District Community Service Centre

Cc: Board of Directors



#### RPT 21-545

TITLE: Fire Dispatch Services Agreement - Amendment No. 1 - Saskatchewan

Public Safety Agency - City Council

DATE: December 2, 2021

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATIONS:**

 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 of Prince Albert, be approved.

2. That the Mayor and City Clerk be authorized to execute the Amendment No. 1 to Fire Dispatch Services Agreement and any other applicable documents, on behalf of The City.

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

To approve 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 of Prince Albert.

#### **BACKGROUND:**

A Report was forwarded to the September 13, 2021 Executive Committee meeting regarding the attached 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 of Prince Albert.

The report requested that the increased cost for Fire Dispatching Services by the Saskatchewan Public Safety Agency be forwarded for inclusion in the 2022 General Fund Budget Deliberations.

RPT 21-545 Page **2** of **6** 

Executive Committee approved the following recommendation:

"That the increased cost of Amendment No. 1 to the Fire Dispatch Services Agreement be forwarded to the Budget Committee for consideration during the 2022 Budget deliberations."

City Council, at its meeting of January 25, 2021, approved the following recommendation regarding the Fire Dispatch Services Agreement - Saskatchewan Public Safety Agency:

"That 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 to July 21, 2028."

#### PROPOSED APPROACH AND RATIONALE:

The attached Fire Dispatch Services Agreement was provided by the Saskatchewan Public Safety Agency whereas the Municipality (City) wishes to acquire from the Agency and the Agency wishes to provide to the Municipality certain dispatching services for fire services.

City Council approved the Fire Dispatching Agreement which includes the following provisions:

## ARTICLE IX - TERM OF AGREEMENT

9.1 Subject to this Article IX, this Agreement shall remain in full force and effect until July 21, 2028 (hereinafter referred to as the "**Term**").

## ARTICLE II – SERVICES

- 2.1 The Agency agrees to provide to the Municipality Dispatch Services for the Term.
- 2.2 The Agency may deliver the Dispatch Services noted in this Agreement directly or indirectly through a sub-contractor. As of the signing of this Agreement, the Agency has an agreement with CanOps for the operations of the Prince Albert Public Safety Answering Point, which will deliver some or all of the Dispatch Services noted in this Agreement.

RPT 21-545 Page **3** of **6** 

## **ARTICLE III - FUNDING**

#### Service Fee:

The Agency administers *The Emergency 911 System Act* under the direction of the Minister of Government Relations. Pursuant to a letter dated December 19, 2018 from the Ministry of Government Relations, Public Safety Division to the City of Prince Albert, a copy of which is attached hereto as Schedule "C", the Service Fee contemplated in section 3.1 shall be reduced by a **credit in the aggregate amount of \$43,877.50 per year until and including July 21, 2028** at which point the credit will be exhausted and will no longer be applied. The invoice issued by the Agency pursuant to section 3.1(b) shall detail the Service Fee as reduced by the aggregate amount of \$43,877.50 with the exception of the 2028 Service Fee which will receive a credit in the aggregate amount of \$24,335.64 (the credit calculated as 203 days from January 1, 2028 to and including July 21, 2028/366 days multiplied by \$43,877.50).

The attached approved Fire Dispatch Services Agreement reflects a ten (10) year credit to the City as reflected in the December 19, 2018 Letter of Agreement. The credit is \$43,877.50 per year until July 21, 2028.

Attached to this Report is correspondence from the President of the Saskatchewan Public Safety Agency regarding an Amendment No. 1 to the Fire Dispatch Services Agreement. The correspondence states that the Saskatchewan Public Safety Agency (SPSA) have reviewed the cost associated with providing fire service dispatching through to the Provincial Emergency Communication Centre (PECC). The analysis was conducted to determine the total costs for services in order to determine a fair and affordable yet sustainable long-term service for SPSA fire dispatch clients.

The costs for services includes:

- call taking
- dispatching
- technology
- administration

As per attached current Fire Dispatch Services Agreement with SPSA, the fee for service is \$1.25 per capita. That fee for service has not been reviewed since 2006. The fee provides approximately 40% of the total cost to deliver the service. Total cost recovery would require a service fee of approximately \$3.00 per capita.

SPSA has forwarded a developed new fee structure effective January 1, 2022 with a \$0.25 per capital increase per year. As per Schedule "C" of the attached executed Fire Dispatch Services Agreement, the City receives a credit in the aggregate amount of \$43,877.50 per year until and including July 21, 2028.

RPT 21-545 Page **4** of **6** 

The new fee structure forwarded by Amendment No. 1 to the Fire Dispatch Services Agreement is as follows:

	Increase in Service Fee Per Capita
January 1, 2022	\$0.25
January 1, 2023	\$0.50
January 1, 2024	\$0.75
January 1, 2025	\$0.75
January 1, 2026	\$0.75
January 1, 2027	\$0.75
January 1, 2028	\$0.75

\*\* to July 21, 2028

Upon completion of the Agreement to July 22, 2028, the fee will increase to \$2.00 per capita.

The City Solicitor has advised: "The December 2020 Agreement in Art. 3.1(c) contemplated that Public Safety could adjust rates during the term upon 90 days prior notice in advance of the next calendar year. This constitutes adequate notice of an increase under that term. The negotiated credit continues to apply against the current rates per 3.2."

#### **CONSULTATIONS:**

The attached Agreement had been provided to the City Manager from the Saskatchewan Public Safety Agency.

The City Solicitor and Fire Chief have also reviewed the attached Agreement for legality. The City Solicitor has advised that the Fire Dispatch Services Agreement be forwarded to City Council for approval and execution.

Budget Committee, at the 2022 Budget Deliberations, has approved the increase in the 2022 General Fund Budget.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once approved by City Council, the Agreement will be executed and forwarded back to the Saskatchewan Public Safety Agency for execution.

RPT 21-545 Page **5** of **6** 

#### **POLICY IMPLICATIONS:**

This is an amendment to the approved Fire Dispatch Services Agreement approved by City Council.

#### FINANCIAL IMPLICATIONS:

Based on the per capita Service Fee increase as per attached Amendment No. 1, the impact to the City is as follows:

	Increase in Service Fee Per Capita	35,102 POPULATION
CURRENT CREDIT	\$1.25	(\$43,877.50) CREDIT
January 1, 2022	\$0.25	\$8,775.50
January 1, 2023	\$0.50	\$17,551.00
January 1, 2024	\$0.75	\$26,326.50
January 1, 2025	\$0.75	\$26,326.50
January 1, 2026	\$0.75	\$26,326.50
January 1, 2027	\$0.75	\$26,326.50
January 1, 2028	\$0.75	\$26,326.50

\*\* to July 21, 2028

Upon completion of the Agreement to July 22, 2028, the fee will increase to \$2.00 per capita.

The increased fee for service is included in the 2022 General Fund Budget.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

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

#### STRATEGIC PLAN:

Corporate Sustainability – develop long term corporate-wide plans for the City.

#### **PUBLIC NOTICE:**

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

RPT 21-545 Page **6** of **6** 

# **ATTACHMENTS:**

1. Amendment No. 1 to Fire Dispatch Services Agreement.

2. Executed Fire Dispatch Services Agreement between The City and Saskatchewan Public Safety Agency, regarding the City engaging Saskatchewan Public Safety Agency to provide the municipality with dispatching services for fire services.

Written by: Jim Toye, City Manager

Approved by: City Manager

# Saskatchewan Public Safety Agency 500 – 1855 Victoria Avenue

Regina, Canada S4P 3T2



August 25, 2021

City of Prince Albert 1084 Central Avenue PRINCE ALBERT SK S6V 7P3

Dear City Manager:

The Saskatchewan Public Safety Agency (SPSA) reviewed the cost associated with providing fire service dispatching through the Provincial Emergency Communications Centre (PECC). This analysis was conducted to determine the total costs for services (call taking/dispatching /technology/administration) in order to determine a fair, affordable yet sustainable long-term service for SPSA fire dispatch clients.

The current fire dispatch fee is \$1.25 per capita. It was established before the province began providing the service in 2006 and has not been reviewed or changed since. This fee provides approximately 40 percent of the total cost to deliver the service. Total cost recovery would require a fee of approximately \$3.00 per capita.

A new fee structures has been developed and will commence January 2022 with a \$0.25 per capita per year increase over the next three years. As per Schedule C in the Fire Dispatch Agreement between the Saskatchewan Public Safety Agency and the City of Prince Albert, a credit for fire dispatching for a period of 10 years beginning July 22, 2018 of \$43,877.50 per year (based on 2018 fee of \$1.25 per capita from 2016 census). The credit was applied to the new fee structure leaving a balance for each year as follows:

- January 2022 \$0.25 per capita;
- January 2023 \$0.50 per capita;
- January 2024 \$0.75 per capita;
- January 2025 \$0.75 per capita;
- January 2026 \$0.75 per capita;
- January 2027 \$0.75 per capita;
- January 1, 2028 July 21, 2028 \$0.75 per capita.

Upon completion of the agreement July 22, 2028, the fee will increase to \$2.00 per capita.

#### Please find enclosed:

2 copies of the Fire Dispatch Agreement Amendment

Fire Dispatch Agreement Amendment, a designated official will need to sign the two (2) copies of the amendment where indicated. Once signed, both copies are to be returned to the address below. When received, the Agency will sign both copies and a completed contract will be returned to the organization along with a statement showing how much credit will be carried forward to the next year.

#### Signed contract amendments are to be mailed to:

Saskatchewan Public Safety Agency Attn: Accounts Receivable Box 5005 Prince Albert, SK S6V 6W9

If you have any questions regarding your current contract or transition, please contact Kathy Evans at 306-953-3650 or via email at <a href="mailto:Sask911inquiry@gov.sk.ca">Sask911inquiry@gov.sk.ca</a>

The Provincial Emergency Communications Centre (PECC), as operated by CanOps, will continue to deliver the services outlined in your existing contract.

Sincerely,

Marlo Pritchard, MOM, MA

President

Enclosures:

cc: Charlene Luskey, Emergency Communications, Saskatchewan Public Safety Agency



Prince Albert, City of

**Contract No.: REC00109** 

Amendment No.: 1

# **Contract Amendment(s):**

- 'Article III Funding Section 3.1' is amended as follows:
- "Effective January 1, 2022 the Municipality shall pay the Agency for the provision of Dispatch Services a fee in the amount stated in the table below per Resident (the "Per Capita Charge"), plus GST, within the Service Area per calendar year (in the aggregate, the "Service Fee")."

January 2022	\$0.25 per capita
January 2023	\$0.50 per capita
January 2024	\$0.75 per capita
January 2025	\$0.75 per capita
January 2026	\$0.75 per capita
January 2027	\$0.75 per capita
January 1, 2028 – July 21, 2028	\$0.75 per capita
July 22, 2028	\$2.00 per capita

	a <del></del>			
Contractor/Consultant (Prince Albert, City of)	Date:	DD	Month	YYYY
Saskatchewan Public Safety Agency	Date:	ĐD	Month	YYYY

All other clauses remain as outlined in the original contract #REC00109.



# SASKATCHEWAN PUBLIC SAFETY AGENCY FIRE DISPATCH SERVICES

THIS AGREEMENT made this 3th day of December 2020

#### BETWEEN:

SASKATCHEWAN PUBLIC SAFETY AGENCY (the "Agency")

- and -

City of Prince Albert, a municipal corporation duly incorporated pursuant to the laws of the Province of Saskatchewan (the "Municipality")

#### WHEREAS:

The Municipality wishes to acquire from the Agency and the Agency wishes to provide to the Municipality certain dispatching services for fire services.

In consideration of the mutual promises contained herein the parties agree as follows:

#### **ARTICLE I - INTERPRETATION**

- 1.1 In this Agreement and schedules:
  - (a) "911 Call" means an emergency telephone call placed to a PSAP by means of dialing the telephone digits 911;
  - (b) "CanOps" means Canadian Public Safety Operations Organization.
  - (c) "Confidential Information" has the meaning given in Section 7.1;
  - (d) "Dispatch" is a process where, after receipt of a 911 Call, the appropriate ESP is contacted for response to the 911 Call;
  - (e) "Dispatch Services" means certain services related to the dispatch of Fire Services within the Service Area, as more particularly described in Schedule "A" attached hereto;



- (f) "Fire Mutual Aid Agreement" is an agreement entered into pursuant to The Emergency Planning Act among local authorities to improve emergency response capabilities with respect to regional parks, provincial parks and municipalities located within the mutual aid area;
- (g) "Fire Services" means those fire services provided either by the Municipality or pursuant to a Fire Mutual Aid Agreement;
- (h) "ESP" means Emergency Service Provider as defined in clause 2(d) of *The Emergency 911 System Act*;
- (i) "Per Capita Charge" has the meaning given in Section 3.1;
- (j) "PPSTN" means the Provincial Public Safety Radio Program for radio communication.
- (k) "PSAP" means a Public Safety Answering Point as defined in section 2(i) of *The Emergency 911 System Act*;
- (l) "Year" refers to the calendar year commencing January 1 in one year and ending on December 31 of the same year;
- (m) "Resident" means a natural person, who is ordinarily resident within the municipal boundaries of the Municipality, as these boundaries exist from time to time.
- (n) "Service Area" means that geographic area located within the municipal boundaries of the Municipality, as agreed in writing by the parties from time to time; and
- (o) "Service Fee" means that amount to be calculated and paid annually by the Municipality to the Agency pursuant to this Agreement, and more particularly described in Article III.
- (p) "Term" has the meaning given in Section 9.1;

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## **ARTICLE II – SERVICES**

- 2.1 The Agency agrees to provide to the Municipality Dispatch Services for the Term.
  - (a) The Municipality covenants and agrees:
    - i. To be responsible to allow public information relating to Enhanced 911 services to be available in the Service Area;
    - ii. To provide, without cost to the Agency, copies of maps indicating service boundaries and occupancies as requested by the Agency;

Request or notices will be sent to:

Email address:peccupdates@pa911.com

Or Mail to: PECC

Box 5000

Prince Albert, SK S6V 5S7

Fax to:

306-953-4212

- iii. To give written notice by fax, email, or mail of changes to service levels including staff rosters, personnel and equipment;
- iv. To exert reasonable efforts in providing required information in a timely manner which will enable the Agency to effectively deliver the Dispatch Services;
- v. To install and maintain a functional alerting system for the sole purpose of emergency dispatching and that will be the primary user of this system.
- vi. Participate in the Provincial Public Safety Radio Program (PPSTN) for radio communication.
- 2.2 The Agency may deliver the Dispatch Services noted in this Agreement directly or indirectly through a sub-contractor. As of the signing of this Agreement, the Agency has an agreement with CanOps for the operations of the Prince Albert Public Safety Answering Point, which will deliver some or all of the Dispatch Services noted in this Agreement.
- 2.5 The Agency shall immediately notify the Municipality in writing if the requirements of this Agreement cannot be met by it.
- 2.6 Any amendments to the Dispatch Services shall be in accordance with Schedule "B". All amendments must be in writing and signed by the Agency and the Municipality.

Contract #REC00109



#### **ARTICLE III - FUNDING**

- 3.1 The Municipality shall pay the Agency for the provision of Dispatch Services a fee in the amount of ONE DOLLAR AND TWENTY-FIVE CENTS (\$1.25) per Resident (the "Per Capita Charge"), plus GST, within the Service Area per calendar year (in the aggregate, the "Service Fee") subject to the following terms and conditions:
  - (a) The Service Fee is due and payable, in advance, for each calendar year of service by no later than January 31<sup>st</sup> of the applicable year. For example, the entire Service Fee for 2020 is due in full on or before January 31, 2020.
  - (b) The Agency shall issue an invoice to the Municipality on or before December 31 of each year for the Dispatch Services that are to be provided in the upcoming calendar year, it being understood and agreed that the Service Fee shall be calculated based on the number of Residents in the most current census listing as determined by the Saskatchewan Bureau of Statistics for the Service Area.
  - (c) The Agency may unilaterally adjust the Per Capita Charge for any upcoming year by providing notice of the increase in writing at least 90 days prior to January 1<sup>st</sup> of the year the increase is to take effect.
- 3.2 The Agency administers *The Emergency 911 System Act* under the direction of the Minister of Government Relations. Pursuant to a letter dated December 19, 2018 from the Ministry of Government Relations, Public Safety Division to the City of Prince Albert, a copy of which is attached hereto as Schedule "C", the Service Fee contemplated in section 3.1 shall be reduced by a credit in the aggregate amount of \$43,877.50 per year until and including July 21, 2028 at which point the credit will be exhausted and will no longer be applied. The invoice issued by the Agency pursuant to section 3.1(b) shall detail the Service Fee as reduced by the aggregate amount of \$43,877.50 with the exception of the 2028 Service Fee which will receive a credit in the aggregate amount of \$24,335.64 (the credit calculated as 203 days from January 1, 2028 to and including July 21, 2028/366 days multiplied by \$43,877.50). For greater certainty, the parties acknowledge and agree:
  - (a) the Service Fees are subject to change in accordance with section 3.1;

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- (b) the Service Fee may exceed the yearly credit contemplated in this section and the Municipality is responsible to pay any and all outstanding amounts in accordance with the invoice prepared by the Agency.
- (c) in the event of termination of the agreement prior to the end of the term, the contract will be considered fulfilled and complete.

# ARTICLE IV - INDEPENDENT CONTRACTOR

- 4.1 The Agency and the Municipality intend, by entering in this Agreement, to enter into an independent contractor-client relationship.
- 4.2 In providing the Dispatch Services the Agency is an independent contractor and the Municipality has no authority to act or present itself as an agent of the Agency or of the Government of Saskatchewan and will not hold itself as such.

# ARTICLE V – INTERRUPTIONS AND DELAYS

- 5.1 It is understood and agreed that the Agency will provide the Dispatch Services to the Municipality in accordance with the standards set out in Schedule "A".
- The Agency will have in place and continually maintain a business continuity plan to address disruptions that impair the Agency's ability to deliver the Dispatch Services under this Agreement.
- 5.3 The Agency will not be liable for any default or delay in the performance of the Dispatch Services to the extent that such default or delay is caused directly or indirectly, by forces of nature, natural disaster, disease, epidemic, acts of war, terrorism, riots, civil disorder, rebellions or revolutions or by any other event or circumstance that is beyond the reasonable control of the Agency. The Agency will be excused from any further performance of its obligations as long as such circumstance giving rise to the default or delay continues and the Agency continues to use commercially reasonable efforts to recommence performance

#### ARTICLE VI - INDEMNITY AND LIABILITY

6.1 The Municipality, shall indemnify and save harmless the Agency, its officers, employees, agents, contractors and subcontractors from and against any and all claims, actions, suits, demands or other proceedings which may result or be brought or made by reason of any act or omission of the Municipality, its officers,

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- employees, agents and contractors or which relate to or arise from the performance of the Municipality's obligations under this Agreement.
- 6.2 The Agency's maximum, aggregate liability to the Municipality under this Agreement is limited to direct damages in an amount not to exceed the amounts the Municipality was required to pay for the Dispatch Services during the 12 months before the incident giving rise to the claim. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages however caused on any theory of liability.
- 6.3 Clause 6.1 and 6.2 shall survive the expiration or termination of this Agreement.

#### ARTICLE VII – CONFIDENTIALITY AND PRIVACY

- 7.1 All information, including without limitation all documents, data, knowledge, applications and software including "personal information" within the meaning of The Local Authority Freedom of Information and Protection of Privacy Act, The Freedom of Information and Protection of Privacy Act and "personal health information" within the meaning of The Health Information Protection Act, whether in paper, electronic or other form ("Confidential Information") which is provided to or obtained by a party shall be treated and maintained as confidential.
- 7.2 The Agency will serve in the collection, retention and use of the data where required under the terms of this Agreement or as required by law.
- 7.3 In accordance with section 7.1, the Agency agrees that it will:
  - (a) protect and secure the Confidential Information to ensure that it remains confidential and will not disclose the same to any third party without the express written authorization of the Municipality, or the prior written consent of the person to whom the Confidential Information relates or as required by law; and
  - (b) not use the Confidential Information for any purpose other than for the provision of the Dispatch Services under this Agreement.
- 7.4 The Agency will immediately advise the Municipality:
  - (a) if the Agency knows or suspects that the Confidential Information may have been compromised or otherwise disclosed contrary to the terms of this Agreement; and

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(b) if the Agency is served with an Order, demand, warrant or any other document purporting to compel the production of any of the Confidential Information, including an order made pursuant to the *Foreign Intelligence Surveillance Act*.

#### ARTICLE VIII - DISPUTE RESOLUTION PROCESS

- 8.1 Prior to proceeding to arbitration of any dispute, difference or question pursuant to this Article IX, the parties shall undertake a dispute resolution process, on a basis acceptable to both parties, to try to resolve the dispute, difference or question.
- 8.2 Except as otherwise provided in this Agreement, any dispute shall first be attempted to be resolved by the parties. If the parties do not agree on a resolution within thirty (30) days of being communicated between the parties, the matter shall be referred for mandatory mediation under clause 8.3.
- 8.3 Before any dispute proceeds to arbitration, the parties must engage, in good faith, in mediation with a qualified mediator. The terms of reference of the mediation must require that in the event that the dispute is not settled by the parties through the mediation, the mediator must prepare a report for the parties setting out the issues relating to the dispute on which the parties could not agree, and those issues as set out in the report shall be the matters to be dealt with should the matter be referred to arbitration pursuant to Section 8.4.
- 8.4 If the parties are not able to resolve a dispute by mutual agreement or by mediation under clause 8.3 within ninety (90) days of being communicated between the parties, either party may refer the Dispute to binding arbitration under *The Arbitration Act*, 1992. Neither party shall refer a matter to arbitration until the matter has been escalated as set out in this Article IX, provided that, either party may refer a matter to arbitration immediately if the other party is not participating, in good faith and within reasonable times, in the dispute resolution process. Where there is a controversy concerning this Agreement which is not otherwise a dispute, the parties may voluntarily agree, by separate written agreement signed by each of them to submit the matter to arbitration.

#### ARTICLE IX - TERM OF AGREEMENT

9.1 Subject to this Article IX, this Agreement shall remain in full force and effect until July 21, 2028 (hereinafter referred to as the "**Term**").

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- 9.2 This Agreement may be terminated by the Municipality without cause by giving at least 180-day written notice of termination.
- 9.3 If a party defaults in the performance or observance of any of its obligations under this Agreement and does not remedy the default within 30 days after the other party gives the defaulting party written notice of the default, then this Agreement may be immediately terminated by the other party giving written notice of termination to the defaulting party.

#### **ARTICLE X - ASSIGNMENT**

10.1 The Agency may engage sub-contractors or agents at its discretion and from time to time to perform, or assist the Agency in providing, the Dispatch Services under this Agreement.

#### ARTICLE XI - NOTICE

11.1 Any notice, report or communication required or permitted to be given by the Municipality to the Agency under this Agreement shall be delivered to, or mailed by registered mail addressed to:

President Saskatchewan Public Safety Agency 500-1855 Victoria Avenue REGINA SK S4P 3T2

or such other person and/or address as the Agency may notify the Municipality in writing.

11.2 Any notice or communication required or permitted to be given by the Agency to the Municipality under this Agreement shall be delivered to, or mailed by registered mail addressed to:

City Manager City of Prince Albert 1084 Central Ave., Prince Albert, SK S6V 7P3

or such other person and/or address as the Municipality may notify the Agency in writing.

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11.3 Any notice or communication given by hand delivery is to be deemed to have been given and received on the date of delivery. Any notice or communication sent by registered mail is to be deemed to have been given and received five (5) days after the date of mailing in Canada. Either party hereto may change its address for service at any time by notice in writing given to the other party in accordance with this Article XI.

#### **ARTICLE XII - GENERAL**

- 12.1 The failure on the part of either party hereto to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter. The exercise by a party of any right under this Agreement shall not prejudice any other right or remedy available to it.
- 12.2 This Agreement shall constitute the entire Agreement between the parties and there are no further or other understandings or agreements, written or verbal, in effect between the two parties, relating to the subject matter hereof.
- 12.3 The insertion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include both genders.
- 12.4 This Agreement is to be governed by and construed in accordance with the laws of the Province of Saskatchewan.

Contract #REC00109



IN WITNESS WHEREOF the parties hereto have executed this Agreement.		
Witness Signature	Municipality Signature	
Greg Dionne, Mayor Witness Name (Please Print)	Sherry Person, City Clerk Municipality Name (Please Print)	
January 26, 2021 Date	January 26, 2021  Date	
Witness Signature	Agency Signature	
Marie Braaten	Steve Roberts	
Witness Name (Please Print)	Agency Name (Please Print)	
PEB 1 9 2021	FEB 1 9 2021	
Date	Date	



# Schedule "A"

# **Dispatch Services**

The Agency shall provide Dispatch Services, to the Municipality on a continual basis 24 hours a day, 7 days a week, 365 days of the year. The Dispatch Services include:

- o Emergency Fire/Rescue call processing
- o Notification of responders
- o Resource assistance requests
- o Scheduled on-scene accountability and status checks
- On-going event communication and recording

Other services that the Agency shall provide include:

- Dispatch reporting via computer aided dispatch systems at the conclusion of every incident
- o CAD to FDM interface
- o Apparatus management, as per the Provincial Naming Standards
- o Management of staff and specialized callouts via PSAP standard processes.
- o Database storage for department resource information, as supplied by the client
- Alerting system testing
- Control Burn reporting program

To keep and maintain proper records with respect to the provision of the Dispatch Services including total calls received, and any other information the parties may jointly determine from time to time.

Contract #REC00109



#### **SCHEDULE "B"**

#### CONTRACT AMENDMENT PROCESS

#### **PROCESS**

- Either party will notify the other of any new services it requires with a timeframe of delivery.
- The Agency will determine if it can deliver the applicable new services within its existing funding. In the event additional funding is required for the provision of the new services, the Agency will communicate this amount with supporting rationale to the Municipality.
- The Municipality will review any request for additional funding from the Agency.
  - o If the Municipality agrees with the additional funding, this contract will be amended accordingly.
  - If the Municipality does not agree with the additional funding or rationale, the Municipality and the Agency will work together to determine if any changes to either the new services or funding can be made in order to meet the objective.

#### **CHANGE REQUEST INFORMATION**

- Any change initiated under this Schedule will include, at a minimum, the following information:
  - Description of the change requested
  - Benefits of the change requested
  - o Effects to services and service levels under this Agreement
  - o Cost of the change and implementation therein
  - Implementation requirements and timeframe
  - Risk identification and mitigation
  - Alternatives
- All change requests will be submitted in writing, assigned a unique proposal number, note the response from the receiving party and signed by both parties once the decision has been made.

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## Schedule "C"



Ministry of Government Relations Emergency Management and Fire Safety 500 – 1855 Victoria Avenue Regina, Canada S4P 3T2

December 19, 2018

Jim Toye, City Manager City of Prince Albert 1084 Central Avenue PRINCE ALBERT, SK S6V 7P3

Dear Mr. Toye:

This letter is in regards to support services to be provided by the City of Prince Albert as it pertains to the Prince Albert Public Safety Answering Point also known as Provincial Emergency Communication Centre (PECC).

To that end, we will provide the following funding and credit for the services noted, provided the conditions noted in this letter are met.

- A one-time payment of \$25,000 to cover additional work related to the transition and availability for support in the future regarding information on the administration of the PECC ("the Services") as follows:
  - Pertaining to Individuals whose employment moved from the City of Prince Albert to the new employers of the PECC (CanOps) including, but not limited to:
    - ✓ Providing records of employment
    - ✓ Draft and send termination letters to MEPP
    - ✓ Provide T4 and any other required tax forms
    - ✓ Reconciliation of Group Benefits
    - ✓ Process Group Benefits PST reimbursement for 2018
    - Calculate and process back pay for unionized staff
  - o Financial Reporting
    - Detailed financial reports showing individual transactions for the PECC for the calendar years 2006 through 2018 inclusive.
  - o Additional services and supporting information, including, but not limited to:
    - ✓ Forward invoices to CanOps
    - ✓ Change any applicable billing information from the City of Prince Albert to CanOps
    - Calculate and process MasterCard reimbursement, including a reconciliation of expenses
    - Provide general payroll information as required to transition the impacted individuals.
    - Provide information on any dispatching contracts being transferred, such as amounts paid, balances owing and contact information.
    - ✓ Change WCB claim number from City of Prince Albert to CanOps
    - Process and pay any WCB claims that have not or cannot be transferred to CanOps



Jim Toye, City of Prince Albert Page 2 December 19, 2018

- ✓ Calculate and provide the vacation liability for 2018 for each employee
- Provide vacation and sick time balances for each employee
- Calculate and provide vested sick time balances per employee based on a 5 year previous earnings.
- Approval of an annual fire dispatching fee credit of \$43,877.50 per year (based on the 2018 fee
  of \$1.25 per capita and the Statistics Canada 2016 Census population of 35,102) for a period of
  10 years starting July 22, 2018.
  - This amount will be prorated in the first and last year of the period based on the midyear transition date.
  - This credit will be applied to any costs incurred by the City for fire dispatching services at their discretion, recognizing the possibility of future fire dispatching fee increases.
  - The credit may be suspended, at the discretion of the Minister, until such time as the Services have been completed if they are not completed by the date specified below.

The funding will be advanced and credit applied to you by the Ministry of Government Relations on the following conditions:

- The Services will be provided in prompt manner when requested and should be fully completed no later than March 31, 2019;
- You retain proper financial records in respect to the use of the funding and you will allow the Ministry of Government Relations, its representatives, or agents, to inspect and / or take extracts of these documents at their discretion; and
- 3. You provide confirmation in writing when the Services have been completed.

The payments and credits provided for in this letter are the only contribution that the Province will make with respect to the services. The City will be responsible for any and all of its costs incurred in providing the Services.

To confirm your agreement with the above conditions, please review and sign this letter and send a physical copy to our Finance Manager as follows:

Ministry of Government Relations Public Safety Division Finance Unit 500 – 1855 Victoria Avenue Regina, SK 54P 3T2

Payment will be made upon the receipt of a signed copy of this letter.

V.C.Du..

Witness Signature

Ministry Signature

Duane McKay

Witness Name (please print)

Ministry Name (please print)

The City of Prince Albert hereby agrees to the one-time funding and conditions as outlined above.



Jim Toye, City of Prince Albert Page 2 December 19, 2018 Greg Diome, Mayor Witness Name (please print) Shorry Person, City Clerk
City of Prince Albert Name (please print) Dated: January 29, 2019



#### **RPT 22-57**

TITLE: Capital Financing RFP

DATE: February 1, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

- 1. That City Council award Capital Financing Request for Proposal #4/22 to the Municipal Financing Corporation of Saskatchewan (MFC) 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 approved by Council:
  - \$16,000,000 for the construction of an Aquatic and Arenas Recreation Centre to be payable over a period of 35 years;
  - \$12,803,000 for the construction of the Raw Water Pump House to be payable over a period of 35 years;
  - \$6,260,000 for the construction of a waste cell for the City's Landfill to be payable over a period of 10 years;
  - \$3,400,000 for roadway construction for the Marquis Road West Extension to be payable over a period of 25 years; and
  - \$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 Mayor and City Clerk be authorized to sign all agreements, contracts and documents as necessary.
- 4. That Bylaw NO. 5 of 2022, a Bylaw of The City of Prince Albert to provide for the creation of debt not payable within the current year, be introduced and given two (2) readings.

RPT 22-57 Page **2** of **5** 

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

Administration is recommending that City Council approve the awarding of Request for Proposal #4/22 for Capital Financing to MFC for the creation of long-term debt in the amount of \$40,863,000 for the purpose of funding capital investments.

#### **BACKGROUND:**

Administration issued Request for Proposal #4/22 (RFP) for Capital Financing January 7, 2022 with the objective of receiving proposals from qualified financial institutions to meet The City's borrowing requirements identified by Administration through City Council motions and the 2021 and 2022 budgetary process.

The following Capital Projects have been approved by Council to be funded from debt financing.

Project Name	2022	Repayment Terms
Aquatic and Arenas Recreation Centre	\$ 16,000,000	35 years
New Raw Water Pump House	12,803,000	35 years
Marquis Road West Extension - Roadway Construction	3,400,000	25 years
Waste Cell Construction	6,260,000	10 years
Waste Water Treatment Plant Upgrade - Detailed Design	2,400,000	35 years
	\$ 40,863,000	

The RFP closed on February 3, 2022. The City received proposals from the following three qualified financial institutions:

- The Municipal Financing Corporation of Saskatchewan (MFC)
- Royal Bank of Canada (RBC)
- Affinity Credit Union (Affinity)

The City requested that the proponents provide the City with creative proposals that would offer the best value to the City. Proponents were asked to quote spot market rates as of 1:00PM Saskatchewan time on January 31, 2022 in order that a fair comparison could be made as spot market rates are constantly fluctuating. The proposals submitted to the City included the following financing options:

- Traditional Term Loans
- Debentures
- Bankers' Acceptance Loan and Interest Rate Swap Facility

RPT 22-57 Page **3** of **5** 

#### PROPOSED APPROACH AND RATIONALE:

The following criterion was used to evaluate the proposals submitted:

	Maximum
	Points
Completeness of Proposal	10
Rate Structure, term of financing, structure flexibility, and total financing cost of debt placement, including legal fees	75
Financial strength and capacity of the banking/financial institution	10
Rating based on demonstration of positive customer service to the City of Prince Albert over the previous 5 years, includes community participation	5
Total	100

Please see *Appendix B* for a summary of the Evaluation Matrix

MFC scored highest overall and Administration is recommending that the RFP be awarded to MFC. MFC offered the most competitive financing rates overall for the three (3) different loan amortization periods being recommended by Administration as noted below.

Project Name	Amortization Period
Aquatic and Arenas Recreation Centre	35 years
New Raw Water Pump House	35 years
Marquis Road West Extension - Roadway Construction	25 years
Waste Cell Construction	10 years
Waste Water Treatment Plant Upgrade - Detailed Design	35 years

Administration is recommending the amortization periods based on consideration of the useful life of the assets and overall interest costs.

Out of the three RFP responses received, only MFC was able to offer fixed rates up to 35 years. RBC was able to offer a fixed rate up to 20 years and Affinity was able to offer a fixed rate up to 10 years. All three were able to offer loan amortization periods up to 35 years but RBC and Affinity's interest rates would be subject to change after their fixed rate term ended.

#### Interest Rates

Administration is requesting Council approval to contract at a fixed rate not to exceed 3.7% which is approximately 0.50% above the rate quoted by MFC for a 35 year borrowing. This is required due to the time required after Council approval for administrative and legal processing of the loan and the fluctuation of borrowing cost for the Province of Saskatchewan as it can change daily and hourly.

RPT 22-57 Page **4** of **5** 

Administration is recommending that the RFP be awarded to MFC as they offer the most cost effective financing solution for the City's borrowing requirements.

#### **CONSULTATIONS:**

The City requested proposals from qualified financial institutions to provide the City with financing options to meet the borrowing needs discussed in this report. The RFP was sent to qualified financial institutions identified by the City and was also posted on Sasktenders.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once City Council awards the RFP, Administration will communicate the decision to all of the proponents that provided a proposal. In addition, once City Council approves the related Long Term Debt Bylaw it will be posted to the City's website.

#### FINANCIAL IMPLICATIONS:

The City has an authorized debt limit of \$75,000,000 approved by the Saskatchewan Municipal Board. As of December 31, 2021, The City had outstanding long term debt in the amount \$19,103,784. After finalization of this current borrowing of \$40,863,000, The City would have long term debt outstanding in the amount of approximately \$59,966,784. The City's line of credit of \$12,000,000 is also factored into the debt limit, whether drawn on or not, which would bring total potential debt to \$71,966,784.

The financing will have an impact on future operating and capital budgets for the General Fund, Water Utility Fund, Sanitation Fund, and Land Fund. Interest will begin to accrue in 2022 with principal payments beginning in either 2022 or 2023 depending on whether annual or semi-annual payments are selected. Taking advantage of lower interest rates now will likely result in lower financing costs and budgetary impacts over the next 10-35 years.

Although future interest rates are not possible to predict, Administration believes that interest rates will continue to rise based on economic conditions. There could be negative implications on the total cost of borrowing to complete these projects the longer the City delays in securing this borrowing.

Below is a summary of the estimated annual cost of the borrowings and the fund's to be sourced:

	Amortization Period	Annual Principal and Interest Payment (Estimated)	Funding Source
Aquatic and Arenas Recreation Centre	35 years	\$769,000	General Fund
New Raw Water Pump House	35 years	\$615,000	Water Utility Fund
Marquis Road West Extension - Roadway Construction	25 years	\$200,000	Land Fund
Waste Cell Construction	10 years	\$726,000	Sanitation Fund
Waste Water Treatment Plant Upgrade - Detailed Design	35 years	\$115,000	Water Utility Fund

RPT 22-57 Page **5** of **5** 

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no options to the recommendation and no Official Community Plan Implications, Policy Implications or Privacy Implications.

#### STRATEGIC PLAN:

This report supports the fiscal management and accountability strategic priorities of developing funding strategies for expenses related to new capital expenditures including core services such as fire halls, roadways and underground services and long term funding for the replacement of facilities.

#### **PUBLIC NOTICE:**

Public Notice is required for consideration of this matter, pursuant to Section 4(c) of Public Notice Bylaw No. 24 of 2015. The following notice was given:

- Notice posted on the City Website: Posted February 3, 2022
- Notice posted on the bulletin board at City Hall: Posted February 3, 2022
- Notice published in the Prince Albert Daily Herald: Published February 3, 2022

<u>Appendix C</u> is a copy of the public notification that was published in the Prince Albert Herald on February 3, 2022.

PRESENTATION: NONE

#### **ATTACHMENTS:**

Appendix A – Capital Projects Detail

Appendix B – RFP Evaluation Matrix

Appendix C – Public Notice

Appendix D – Bylaw NO. 5 of 2022

Written by: Jason Maier, Finance Manager

Approved by: Director of Financial Services & City Manager

## <u>Appendix A – Capital Project Details</u>

#### **Aquatic and Arenas Recreation Centre**

The City of Prince Albert has been approved through the Canada Infrastructure Program to construct a new City of Prince Albert Aquatic and Arenas Recreation Centre. The facility will include two 68,000 ft² hockey rinks and a 47,000 ft² aquatic centre.

A new aquatic facility will provide recreational opportunities such as:

- Swimming lessons basic and advanced for all ages
- Fitness activities lane swimming, aquasize, etc.
- Competitive swimming swim and triathlon clubs
- Aqua therapy and wellness
- Lifeguard training
- Public Swimming Sessions
- Special Event Rentals children's parties, staff parties, etc.
- Event hosting

The approved budget for this project to be funded from debt financing is \$16,000,000. Administration is recommending that the project be financed over a term of thirty-five (35) years.

#### **Raw Water Pump House**

Constructing the new Raw Water Pump House to meet the needs of the City for the next 50 years and beyond. This is the first critical step in the treatment process, which pumps water to the adjacent Water Treatment Plant. The construction project started in the fall of 2020 and expect to be completed in the spring of 2022.

The approved budget for this project to be funded from debt financing is \$12,803,000. Administration is recommending that the project be financed over a term of thirty-five (35) years.

#### Marquis Road West Extension - Roadway Construction

The 2017 Transportation Study noted that in 5 to 10 years there would be a need for a Marquis Road West extension.

The construction of 1,320 meters of new roadway was required to increase traffic capacity. The roadway construction portion of the project includes concrete curbs, pedestrian pathway, street lighting and the first lift of paving of the roadway for \$2,700,000, the second lift of paving is \$370,000, and the landscaping is \$330,000 for a total project cost of \$3,400,000.

The approved budget for this project to be funded from debt financing is \$3,400,000. Administration is recommending that the project be financed over a term of twenty-five (25) years.

#### **Landfill Expansion - Waste Cell Construction**

The landfill has been designed with a series of cells to provide for the long term waste disposal needs of the City and members of the NCSWMC. The site consists of two existing cells; Cell 1A and Cell 2A for waste disposal and Cell 1B for disposal of hydrocarbon impacted soil. Cell 1A and 2A were built in 2002 and 2012 respectively and are currently both active. With the current waste disposal rate, another extension of Cell 2B is required.

The approved budget for this project to be funded from debt financing is \$6,260,000. Administration is recommending that the project be financed over a term of ten (10) years.

#### Waste Water Treatment Plant Upgrade - Detailed Design

The initial construction of the Waste Water Treatment Plant (WWTP) began in 1972 and only included partial treatment for the removal of some solids. The plant was significantly expanded in 1998 to include secondary treatment and was further upgraded in 2009 to include UV disinfection. With each subsequent project, there was no upgrade to previous works, meaning that older portions of the plant have far exceed their useful design life.

Following the completion of the plant modelling and pre-design in 2020, Administration recommends that the City immediately begin with the detailed design of a comprehensive upgrade to the WWTP.

The detailed design for a comprehensive upgrade to the WWTP is a significant design project that will take more than a year to complete.

The approved budget for this project to be funded from debt financing is \$ 2,400,000. Administration is recommending that the project be financed over a term of thirty-five (35) years.

#### **APPENDIX B: RFP Evaluation Matrix**

	Maximum Points	Municipal Finance Corporation	Royal Bank of Canada	Affinity Credit Union
Completeness of Proposal	10	10	10	10
Rate Structure, term of financing, structure flexibility, and total financing cost of debt placement, including legal fees	75	74	70	60
Financial strength and capacity of the banking/financial institution	10	10	10	8
Ratting based on demonstration of positive customer service to the City of Prince Albert over the previous 5 years, includes community participation	5	5	4	5
1	100	99	94	83

## **Appendix C – Public Notice**

14 THURSDAY, FEBRUARY 3, 2022 Hawks. Melfort while Carter Anderson and City of nce Albert **Public Notice** Long Term Debt Bylaw NO. 5 of 2022 The City of Prince Albert hereby gives notice, pursuant to Section 4(c) of The City of Prince Albert Public Notice Bylaw No. 24 of 2015, of its intention to pass a Long-Term Debt Bylaw. Reason for Notice: City Council will consider passing Long-Term Debt Bylaw No. 5 of 2022 for a total amount of approximately \$40.863 million, to be used to finance multiple capital projects as summarized below: **Project Name** Loan Repayment Amount Terms Aquatic and Arenas Recreation Centre \$16,000,000 35 years New Raw Water Pump House \$12,803,000 35 years Marquis Road West Extension - Roadway Construction \$3,400,000 25 years Waste Cell Construction \$6,260,000 10 years Waste Water Treatment Plant Upgrade - Detailed Design \$2,400,000 35 years \$40,863,000 Particulars of the bylaw will be considered at the following City Council

meeting:

### Tuesday, February 15, 2022 at 5:00 p.m. Council Chamber, City Hall, 1084 Central Avenue, Prince Albert SK

If any person wishes to appear before City Council regarding this matter, please provide your submission to the City Clerk by 4:45 p.m. on Tuesday. February 8, 2022. Please visit www.citypa.ca or call the City Clerk's Office at 306-953-4305 for further information on the requirements to appear.

Information regarding the proposed amendments may be directed to the Financial Services Department at 306-953-4332.

Issued at the City of Prince Albert this 3rd day of February 2022. Sherry Person, City Clerk

# CITY OF PRINCE ALBERT BYLAW NO. 5 OF 2022

A Bylaw of The City of Prince Albert to provide for the creation of debt not payable within the current year

WHEREAS the Council of The City of Prince Albert deems it desirable and necessary to create debt not payable within the current year, in the amount of Forty Million, Eight Hundred and Sixty-Three Thousand dollars (\$40,863,000), for the purpose of funding capital investments;

AND WEREAS the amount of existing long term debt of The City of Prince Albert as at December 31, 2021 was the sum of Nineteen Million, One Hundred and Three Thousand, Seven Hundred and Eight-Four dollars (\$19,103,784), no part of which is in arrears;

AND WHEREAS The City of Prince Albert has an approved debt limit of Seventy-Five Million dollars (\$75,000,000).

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

- 1. This Bylaw may be cited as "Long Term Debt Bylaw No. 5 of 2022".
- 2. That pursuant to Section 134 of The Cities Act, a debt not payable within the current year shall be created in the amount of Forty Million, Eight Hundred and Sixty-Three Thousand dollars (\$40,863,000).

- 3. That the amount of said debt shall be payable as follows:
  - a. Sixteen Million dollars (\$16,000,000) for the construction of an Aquatic and Arenas Recreation Centre to be payable in annual or semi-annual payments of principal and interest over a period of 35 years from the General Fund;
  - b. Twelve Million, Eight Hundred and Three Thousand dollars (\$12,803,000) for the construction of the Raw Water Pump House to be payable in annual or semi-annual payments of principal and interest over a period of 35 years from the Water Utility Fund;
  - c. Six Million, Two Hundred and Sixty Thousand dollars (\$6,260,000) for the construction of a Waste Cell for the City's Landfill to be payable in annual or semi-annual payments of principal and interest over a period of 10 years from the Sanitation Fund;
  - d. Three Million, Four Hundred Thousand dollars (\$3,400,000) for roadway construction for the Marquis Road West Extension to be payable in annual or semi-annual payments of principal and interest over a period of 25 years from the Land Fund; and
  - e. Two Million, Four Hundred Thousand dollars (\$2,400,000) for the detailed design of the Waste Water Treatment Plant upgrade to be payable in annual or semi-annual payments of principal and interest over a period of 35 years from the Water Utility Fund.
- 4. That the funds are authorized to be borrowed from the Municipal Financing Corporation of Saskatchewan via a loan document.
- 5. That the fixed interest rate for the loans loan will not exceed 3.7%.
- 6. That Mayor and City Clerk be authorized to sign all agreements, contracts and documents necessary to carry out the transaction.

7.	This Bylaw shall come into force thereof.	e and take ef	ffect on, from and after	the final passing
INTR	ODUCED AND READ A FIRST TI	ME THIS	DAY OF	,AD 2022.
READ	A SECOND TIME THIS		DAY OF	,AD 2022.
READ	A THIRD TIME AND PASSED TI	HIS	DAY OF	,AD 2022.
MAY	DR .	CITY CLER	RK	_



#### **RPT 22-66**

**TITLE:** 2021 Audit Engagement Letters

DATE: February 3, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

- 1) That the following engagement letters between the City and MNP be forwarded to City Council for approval:
  - a) The audit of the annual consolidated financial statements of the City of Prince Albert for the year ending December 31, 2021; and
  - b) The audit of financial information consisting of the Municipal Annual Expenditure Report (MAER) of the City of Prince Albert as at December 31, 2021; and
  - c) The audit of financial information consisting of the Municipal Economic Enhancement Program (MEEP) Municipal Interim Expenditure Report of the City of Prince Albert as at December 31, 2021; and
- 2) That the Mayor and City Clerk be authorization to execute the engagement letters on behalf of the City.

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

To authorize MNP to deliver audit services for the fiscal year ending December 31, 2021 related to consolidated financial statement, the Municipal Annual Expenditure Report (MAER), and the Municipal Economic Enhancement Program (MEEP) - Municipal Interim Expenditure Report.

#### **BACKGROUND:**

MNP was awarded the tender to perform audit services for the fiscal years of 2017-2021 with the following pricing schedule.

RPT 22-66 Page **2** of **3** 

#### Audit of Municipal Annual Expenditure Report (MAER)

Year	2017 Amount	2018 Amount	2019 Amount	2020 Amount	2021 Amount
Billing item					
Audit of Municipal Annual	\$ 2,000.00	\$ 2,030.00	\$ 2,060.00	\$ 2,090.00	\$ 2,120.00
Expenditure Review					
Administrative charge	100.00	101.50	103.00	104.50	106.00
GST	105.00	106.58	108.15	109.73	111.30
PST	120.00	121.80	123.60	125.40	127.20
	\$2,325.00	\$2,359.88	\$2,394.75	\$2,429.63	\$2,464.50

#### **Audit of Consolidated Financial Statements**

Year	2017 Amount	2018 Amount	2019 Amount	2020 Amount	2021 Amount
Billing item					
Audit of Annual Consolidated	\$46,600.00	\$47,300.00	\$48,000.00	\$48,700.00	\$49,700.00
Financial Statement					
Tax return	500.00	500.00	500.00	500.00	525.00
Administrative charge	2,355.00	2,390.00	2,425.00	2,460.00	2,511.25
GST	2,472.75	2,509.50	2,546.25	2,583.00	2,636.82
PST	2,826.00	2,868.00	2,910.00	2,952.00	3,013.50
	<u>\$54,753.75</u>	\$55,567.50	\$56,381.25	\$57,195.00	\$58,386.57

The cost of the MEEP audit for December 31, 2020 was \$1,860 including all administrative fees and taxes. The cost of the MEEP audit for December 31, 2021 is expected to be \$1,900 including all administrative fees and taxes.

#### PROPOSED APPROACH AND RATIONALE:

The audit service plan was presented to council by MNP for the audit of consolidated financial statements. No audit service plan is prepared and presented for the audit of MAER or MEEP. All audits must be completed for compliance with the Cities Act and other funding requirements.

#### Timing of the audit as per the audit service plan:

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

Key Deliverable	Expected Date
Presentation of December 31, 2021 Audit Service Plan to the Executive Committee	January 10, 2022
Interim procedures	December 1, 2021 to December 3, 2021
Year-end fieldwork procedures	March 14, 2022 to March 18, 2022
Draft year-end consolidated financial statements to be discussed with management	April 11, 2022
Presentation of December 31, 2021 Audit Findings Report to the Executive Committee	May 2, 2022
Issuance of Independent Auditor's Report	May 16, 2022

RPT 22-66 Page **3** of **3** 

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Completed audits will be presented to City Council as information.

#### **POLICY IMPLICATIONS:**

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

#### FINANCIAL IMPLICATIONS:

The cost of the 2021 audits will be \$59,916 (\$62,751 less \$2,834 GST). Any change to the scope of the audit could affect the total cost.

There are no expected changes to the scope of the audits and the 2021 budget includes the cost for the audits.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There is no Consultations, Privacy Implications, Official Community Plan, or options to recommendation.

#### STRATEGIC PLAN:

Fiscal Management and Accountability

#### **PUBLIC NOTICE:**

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

#### **ATTACHMENTS:**

- 1. 2021 Consolidated Financial Statement Engagement Letter
- 2. 2021 MAER Engagement Letter
- 3. 2021 MEEP Engagement Letter

Written by: Jerri Hoback, Assistant Director of Financial Services

Approved by: Director of Financial Services & City Manager



January 31, 2022

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

Attention: Sherry Person, City Clerk

Dear Sirs/Mesdames:

This letter will confirm the arrangements discussed with you regarding the services we will render to City of Prince Albert (the "City") commencing with the fiscal year ending December 31, 2021.

#### Our responsibilities

We will audit the consolidated financial statements of City of Prince Albert for the period ended December 31, 2021.

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

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

#### Management's responsibilities

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

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

#### Reporting

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

#### Tax services

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

• Federal Corporation Income Tax Return (T2).



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

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

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

#### Fees and expenses

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

#### Other matters

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

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

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

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

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

Sincerely,

**Chartered Professional Accountants** 

encls.

RESPONSE:	
This letter correctly sets forth the understanding	g of City of Prince Albert.
Mayor	Date
City Clerk	Date

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

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

#### Our responsibilities, objective and scope

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

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

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

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

#### Independence

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

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

If matters should arise during this engagement that can reasonably be assumed to have impaired our independence, we may need to withdraw from this engagement.

# Appendix A: Our Audit Responsibilities, Objective, Scope and Limitations (continued from previous page)

#### **Audit limitations**

An audit involves performing procedures to obtain audit evidence regarding the amounts and disclosures in the financial statements. This includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation, structure and content of the financial statements, including disclosures.

It is important to recognize that an auditor cannot obtain absolute assurance that material misstatements in the consolidated financial statements will be detected because of factors such as the use of judgment, selective testing of data, inherent limitations of controls, and the fact that much of the audit evidence available is persuasive rather than conclusive in nature.

Furthermore, because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material misstatement due to fraud.

While effective controls reduce the likelihood that misstatements will occur and remain undetected, they do not eliminate that possibility. Therefore, we cannot guarantee that fraud, misstatements and non-compliance with laws and regulations, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

The audit of the consolidated financial statements and the issuance of our audit opinion are solely for the use of the City and those to whom our report is specifically addressed. We make no representations of any kind to any third party in respect of these financial statements and we accept no responsibility for their use by any third party. If our name is to be used in connection with the consolidated financial statements, you will attach our independent audit report when distributing the consolidated financial statements to third parties.

We ask that our names be used only with our consent and that any information to which we have attached a communication be issued with that communication unless otherwise agreed to by us.

#### **Appendix B: Management Responsibilities**

During the course of our audit, you will be required to provide and make available complete information that is relevant to the preparation and presentation of the consolidated financial statements, including:

- Financial records and related data, including data relevant to disclosures made in the consolidated financial statements;
- Copies of all minutes of meetings of council and committees of council;
- Access to personnel to whom we may direct our inquiries;
- Information relating to any known or possible instances of non-compliance with laws, legislative or regulatory requirements (including financial reporting requirements);
- Information relating to all related parties and related party transactions; and,
- Allowing access to those within the entity from whom the auditor determines it necessary to obtain audit
  evidence.

Management's responsibility with respect to fraud and misstatement includes:

- The design and implementation of controls for its prevention and detection;
- An assessment of the risk that the consolidated financial statements may be materially misstated;
- Disclosure of situations where fraud or suspected fraud involving management, employees who have significant roles in controls, or others, where the fraud could have a material effect on the consolidated financial statements, have been identified or allegations have been made; and,
- Communicating your belief that the effects of any uncorrected consolidated financial statement misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole.

In accordance with Canadian generally accepted auditing standards, we will request a letter of representation from management at the close of our audit in order to confirm oral representations given to us and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. These representations are used as evidence to assist us in deriving reasonable conclusions upon which our audit opinion is based.

If the City plans any reproduction or publication of our report, or a portion thereof, printer's proofs of the complete documents should be submitted to us in sufficient time for our review, prior to making such documents publicly available. It will also be necessary for you to furnish us with a copy of the printed report. Further, it is agreed that in any electronic distribution, for example on City of Prince Albert's website or on designated public document databases such as SEDAR, management is solely responsible for the accurate and complete reproduction of our report and the subject matter on which we reported, and for informing us of any subsequent changes to such documents. However, we are responsible to read the documents to ensure accuracy, and consider the appropriateness of other information accompanying the audited consolidated financial statements, upon initial posting.

#### **Appendix C: Illustrative Independent Auditor's Report**

To His Worship the Mayor and Council of the City of Prince Albert:

#### Opinion

We have audited the consolidated financial statements of the City of Prince Albert (the "City"), which comprise the consolidated statement of financial position as at December 31, 2021, and the consolidated statements of operations and accumulated surplus, changes in net financial debt, cash flows and the related schedules for the year ended then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2021, and the results of its operations, changes in its net financial debt and its cash flows for the year ended then ended in accordance with Canadian public sector accounting standards.

#### **Basis for Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Responsibilities of Management and the Mayor and Council for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Mayor and Council are responsible for overseeing the City's financial reporting process.

#### Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

#### **Appendix C: Illustrative Independent Auditor's Report** (continued from previous page)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that
  are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness
  of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the consolidated financial information of the entities
  or business activities within the City to express an opinion on the consolidated financial statements. We are
  responsible for the direction, supervision and performance of the group audit. We remain solely responsible
  for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Prince Albert, Saskatchewan	
Date	Chartered Professional Accountant

#### **Appendix D: Fees and Expenses**

Our fees are determined on the basis of time spent on the engagement at the tariff rates of various members of our team. Any disbursements will be added to the billing.

The fees for the audit and tax return preparation services to be provided have been set out in our 2017 pricing proposal and will be \$58,387, consisting of audit fees of \$49,700, tax return preparation fees of \$525, administrative fee of \$2,511, GST of \$2,637, and PST of \$3,014.

Invoices will be rendered as work progresses in accordance with the following schedule:

Progress billing #1 - completion of audit planning and interim fieldwork	19,065
Progress billing #2 - completion of year-end fieldwork	19,065
Final billing - upon release of the Independent Auditor's Report	20,257

In signing this letter, you acknowledge your approval of the above billing schedule and amounts. Invoices expected to be issued that do not adhere to this schedule, or are in excess of the amounts noted above, will be discussed with you for your approval. Fees collected will be applied to overdue invoices first, followed by subsequently issued invoices in order of issuance. If payment is not received in accordance with the above schedule, we will at our discretion cease all work until the scheduled payments are received.

Our estimated fees are based on our past experience and our knowledge of the City. This estimate relies on the following assumptions:

- No significant deficiencies in internal controls which cause procedures to be extended;
- No major unadjusted misstatement(s) or un-reconciled balances;
- Significantly all adjusting entries are completed prior to trial balance and journal entries being provided to the audit team;
- All management and required staff are available as needed;
- Information and working papers required, as outlined in our letter of fiscal year-end requirements, are provided in the mutually agreed form and timing; and,
- There are no changes to the agreed upon engagement timetable and reporting requirements.

We will ask that your personnel, to the extent possible, prepare various schedules and analysis, and make various invoices and other documents available to our team. This assistance will facilitate the progress of our work and minimize the cost of our service to you.

If any significant issues arise during the course of our audit work which indicate a possibility of increased procedures or a change in the audit timetable, these will be discussed with management by the practitioner leading your engagement so a mutually agreeable solution can be reached. In accordance with our standard terms and conditions, included as Appendix E, if significant changes to the arrangements set forth in this engagement letter are required, any change in scope of the engagement will need to be agreed in writing, in a "Change Order" agreement.

#### **Appendix E: Standard Terms and Conditions**

The following standard terms and conditions and engagement letter to which they are attached form one agreement and set out the terms and conditions upon which MNP LLP ("MNP") will provide services to you (the "City").

- 1. **Timely Performance** MNP will use all reasonable efforts to complete, within any agreed-upon time frame, the performance of the services described in the engagement letter to which these terms and conditions are attached. However, MNP shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by the City of its obligations as set out in the engagement letter.
- 2. **Right to Terminate Services** The City may terminate the engagement upon 30 days written notice. If this occurs, the City shall pay for time and expenses incurred by MNP up to the termination date, together with reasonable time and expenses incurred to bring the services to a close in a prompt and orderly manner. Should the City not fulfil its obligations as set out herein and in the engagement letter, and in the event that the City fails to remedy such default within 30 days following receipt of notice from MNP to that effect, MNP may, upon written notification and without prejudice to its other rights and resources, terminate provision of our services as described in the engagement letter. In such case, MNP shall not be responsible for any loss, costs, expenses, or damages resulting from such termination.
- 3. **Change Order** If, subsequent to the date of this engagement letter, the City requires significant changes to the arrangements set forth in this engagement letter, the City will be required to agree to the change in scope of the engagement in writing, in a "Change Order" agreement. The "Change Order" agreement will set forth the revised arrangements and scope of services to be performed and any related additional fees associated.
- 4. **Fees** Any fee estimates by MNP take into account the agreed-upon level of preparation and assistance from the City's personnel. MNP undertakes to advise the City's management on a timely basis should this preparation and assistance not be provided, or should any other circumstances arise which cause actual time to exceed the estimate.
- 5. **Administrative Expenses** Administrative expenses include costs such as long distance telephone and telecommunication charges, photocopying, delivery, postage, and clerical assistance. These expenses are based on a percentage of our fees for professional services 5%. Where applicable, federal, provincial, or other goods and services or sales taxes have been paid on these expenses. Other major costs such as travel, meals, accommodation and other significant expenses will be charged as incurred.
- 6. **Billing** Bills will be rendered on a regular basis as the assignment progresses. Accounts are due and payable upon receipt. Interest may be charged on the balance of any accounts remaining unpaid for more than 30 days, at a rate of 1.5% per month (19.56% per annum).
- 7. **Taxes** All fees and other charges do not include any applicable federal, provincial, or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. The City shall assume and pay any such taxes or duties, without deduction from the fees and charges hereunder.

- 8. **Governing Law** The engagement will be governed and construed in accordance with the laws of the Province of Saskatchewan, and shall be deemed in all respects to be a Saskatchewan contract. The City and MNP submit to the courts of that jurisdiction with respect to all matters arising under or by virtue of this Agreement.
- 9. **Working Papers** MNP owns all working papers and files, other materials, reports and work created, developed or performed during the course of the engagement, including intellectual property used in the preparation thereof. We will provide management with a copy of all practitioner-prepared working papers necessary for the City's accounting records. MNP may develop software, including spreadsheets, documents, databases, and other electronic tools, to assist us with our assignment. As these tools and working papers were developed specifically for our purposes and without consideration of any purpose for which the City might use them, any such tools which may be provided to the City, will be made available on an "as is" basis only, at our discretion, and should not be distributed to or shared with any third party. Except as indicated in the Rules of Professional Conduct or by any legal proceeding, we have no responsibility to share our working papers with you or with any other parties.
- 10. Data and Privacy - The City understands and agrees that you shall not provide us with information about any identifiable individual unless required for the purpose of the engagement, and in such event the City shall only provide such information in compliance with applicable law, including obtaining consent where so required. Data received by MNP may be disclosed to vendors whose services are utilized by us in connection with the engagement. Some of these vendors are located outside Canada. Others, though located in Canada, may store or process your information outside the country. Data being uploaded and downloaded via vendor networks may reside on or transit servers located in or outside of Canada and in such cases, vendors may on occasion be required to disclose data in its custody to authorities of those jurisdictions. Additionally, in order to provide valuable insights on financial and other trends either (a) within your specific business organization over time, or (b) on an aggregated basis across an entire industry or sector, MNP may use relevant portions of data it receives from the City for the purpose of conducting individualized (using your data only, for your eyes only) and aggregated analytics (using many data sources). Analytics involves the processing of anonymized data sets to draw conclusions about the information they contain. Even when using aggregated data sources, we only perform analytics on data that is disassociated from the identity of its source. None of the analysis generated from aggregated data processing contains any information which would identify those specific individuals or entities from which the underlying information was obtained. As such, none of the analytics reporting based on aggregated data will result in a disclosure of personal information. Finally, the City acknowledges that our client files must be periodically reviewed by provincial or national practice inspectors and by other Firm personnel to ensure we are adhering to professional and Firm standards. MNP's privacy policy is posted on our website at https://www.mnp.ca/en/privacy-policy and may be updated from time to time.

- 11. **Nature of the Limited Liability Partnership (LLP)** MNP is a registered limited liability partnership, as permitted by legislation enacted in our governing jurisdiction of the Province of Alberta. This legislation provides that a partner of an LLP is not personally liable for any of the debts, obligations, or liabilities of the LLP or any of the other partners which may arise as a result of any negligent act or omission of another partner of the LLP, or by any employee of the partnership, unless such act or omission is committed by the partner him or herself or by a person under the partner's direct supervision and control. All partners of an LLP remain personally liable for any acts or omissions arising as a result of their own negligence, and for the acts or omissions of those directly under their supervision or control, and shall continue to be subject to unlimited personal liability for all of the other liabilities of the partnership. The legislation does not reduce or limit in any way the liability of the partnership itself, and all of the partnership's assets and insurance coverage remain at risk.
- 12. **Release and Limitation of Liability** The City and MNP agree to the following with respect to MNP's liability to the City:

In any action, claim, loss or damage arising out of the engagement, the City agrees that MNP's liability will be several and not joint and the City may only claim payment from MNP of MNP's proportionate share of the total liability based on the degree of fault of MNP as finally determined by a court of competent jurisdiction.

Other than for matters finally determined to have resulted from the gross negligence, fraud or willful misconduct of MNP, whether the claim be in tort, contract, or otherwise:

- i. MNP shall not be liable to the City and the City releases MNP for all claims, damages, costs, charges and expenses (including legal fees and disbursements) incurred or suffered by the City related to, arising out of, or in any way associated with the engagement to the extent that the aggregate of such amounts is in excess of the total professional fees paid by the City to MNP in connection with this engagement during the 12 month period commencing from the date of the engagement letter to which these terms and conditions are attached; and,
- ii. MNP shall not be liable to the City for any consequential, indirect, lost profit or similar damages, or failure to realize expected savings, relating to MNP's services provided under the engagement letter to which these terms and conditions are attached.

- 13. **Indemnity** The City agrees to jointly and severally indemnify and hold harmless MNP against:
  - a. All claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, other than those finally determined by a court of competent jurisdiction to have resulted from MNP's gross negligence, fraud or willful misconduct; and,
  - b. Notwithstanding "a.," all claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, that arise from or are based on any deliberate misstatement or omission in any material, information or representation supplied or approved by any officer or member of the Board of Directors of the City.

For the purposes of paragraph 12. and 13., "MNP" shall mean MNP LLP and its directors, officers, partners, professional corporations, employees, subsidiaries and affiliates and to the extent providing services under the engagement letter to which these terms are attached, MNP LLP, its member firms, and all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee.

- 14. **Survival of Terms** The City and MNP agree that clauses 12. and 13. will survive termination of the engagement.
- 15. **Electronic Communications** Unless the City prefers we use a particular manner of communication and specifies as much in writing, MNP will use whatever form of communication it deems most efficient in the circumstances. In many instances, this will involve the use of internet e-mail. With respect to internet e-mail, MNP and the City both acknowledge that neither party has control over the performance, reliability, availability, or security of internet e-mail. Additionally, MNP staff may be required or requested to work from your offices during which visits access to and use of and reliance upon your electronic environment (including but not limited to, your network, Internet, and extranet resources) is necessitated. The City accepts that MNP shall not be liable for any loss, damage, expense, harm or inconvenience resulting from any loss, delay, interception, corruption, security breach, delivery failure, incompatibility, incompleteness or alteration of any document or transmission arising from the use of e-mail or the transmission of any document outside of MNP's electronic environment.
- 16. **Confirmation.com** By signing this engagement letter, you agree to the use by MNP of Capital Confirmation Inc. ("CCI") as a third party service provider and the use of CCI's platform (the "Platform") to prepare, request and receive confirmations required to perform the engagement. You acknowledge and agree that data being uploaded/downloaded via the Platform may reside on servers located in the United States and that CCI could be required to disclose data, including personal information, in its custody to the United States government, government agencies, courts or law enforcement or regulatory agencies pursuant to the laws of the United States. MNP shall not be liable for any loss or damage arising from your or MNP's use of CCI as a service provider or use of the Platform, including any losses relating to CCI's collection, use, disclosure or loss of your data or personal information. You agree to pay all fees for requesting and receiving confirmations. For more information, you can review the third party service provider's Terms and Conditions and Privacy Policy on CCI's website at: <a href="https://www.confirmation.com/">https://www.confirmation.com/</a>.

- 17. **Praxity** We are an independent accounting firm allowed to use the name "PRAXITY" in relation to our practice. We are not connected by ownership to any other firm using the name "PRAXITY" and we will be solely responsible for all work carried out by us on your behalf. In deciding to instruct us you acknowledge that we have not represented to you that any other firm using the name "PRAXITY" will in any way be responsible for the work we do.
- 18. **Solicitation** The City agrees that for a period of one year after completion of the services, it shall not, directly or indirectly, for itself or for any third party, solicit the services of, hire, contract for the services of, or otherwise entice away from their partnership, employment or contract of services with MNP or any MNP Person. In the event of a breach of this section by the City, the City shall be obliged to pay to MNP liquidated damages in the amount of one hundred fifty (150%) percent of the total compensation the City or third party offered to pay the individual in their first year of service to such party, or one hundred fifty (150%) percent of total compensation the City or third party actually paid to the individual in their first year of service to such party, whichever is greater. The City further understands that any breach by the City of this provision may result in a threat to our independence which may prevent us from accepting or continuing any engagement to provide assurance services to the City. "MNP Person" means any and all partners, employees and contractors providing services to MNP, whether for a defined or indefinite period or on a part-time or full-time basis, and with whom the City had contact during the term of this engagement.



January 31, 2022

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

Attention: Sherry Person, City Clerk

Dear Sirs/Mesdames:

This letter will confirm the arrangements discussed with you regarding the services we will render to the City of Prince Albert (the "City") commencing with the fiscal year ending December 31, 2021.

#### Our responsibilities

We will audit the financial information consisting of the Municipal Annual Expenditure Report (the "financial information") of the City of Prince Albert as at December 31, 2021.

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

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

#### Management's responsibilities

The operations of the City are under the control of management, which has responsibility for the accurate recording of transactions and the preparation of the financial information in accordance with the provisions of the Municipal Gas Tax Fund Agreement (the "Agreement"). This includes the design, implementation and maintenance of internal controls relating to the preparation and presentation of the financial information.

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

#### Reporting

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

#### Fees and expenses

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



#### Other matters

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

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

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

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

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

Sincerely,

MNPLLA

Chartered Professional Accountants	
encls.	
RESPONSE:	
This letter correctly sets forth the understanding	g of City of Prince Albert.
Mayor	Date
City Clerk	Date

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

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

#### Our responsibilities, objective and scope

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

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

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

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

#### Independence

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

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

If matters should arise during this engagement that can reasonably be assumed to have impaired our independence, we may need to withdraw from this engagement.

# Appendix A: Our Audit Responsibilities, Objective, Scope and Limitations (continued from previous page)

#### **Audit limitations**

An audit involves performing procedures to obtain audit evidence regarding the amounts and disclosures in the financial statements. This includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation, structure and content of the financial statements, including disclosures.

It is important to recognize that an auditor cannot obtain absolute assurance that material misstatements in the financial statements will be detected because of factors such as the use of judgment, selective testing of data, inherent limitations of controls, and the fact that much of the audit evidence available is persuasive rather than conclusive in nature.

Furthermore, because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material misstatement due to fraud.

While effective controls reduce the likelihood that misstatements will occur and remain undetected, they do not eliminate that possibility. Therefore, we cannot guarantee that fraud, misstatements and non-compliance with laws and regulations, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

The audit of the financial statements and the issuance of our audit opinion are solely for the use of the City and those to whom our report is specifically addressed. We make no representations of any kind to any third party in respect of these financial statements and we accept no responsibility for their use by any third party. If our name is to be used in connection with the financial statements, you will attach our independent audit report when distributing the financial statements to third parties.

We ask that our names be used only with our consent and that any information to which we have attached a communication be issued with that communication unless otherwise agreed to by us.

#### **Appendix B: Management Responsibilities**

During the course of our audit, you will be required to provide and make available complete information that is relevant to the preparation and presentation of the financial statements, including:

- Financial records and related data, including data relevant to disclosures made in the financial information;
- Copies of all minutes of meetings of council and committees of council;
- Access to personnel to whom we may direct our inquiries;
- Information relating to any known or possible instances of non-compliance with laws, legislative or regulatory requirements (including financial reporting requirements);
- Information relating to all related parties and related party transactions; and,
- Allowing access to those within the entity from whom the auditor determines it necessary to obtain audit
  evidence.

Management's responsibility with respect to fraud and misstatement includes:

- The design and implementation of controls for its prevention and detection;
- An assessment of the risk that the financial information may be materially misstated;
- Disclosure of situations where fraud or suspected fraud involving management, employees who have significant roles in controls, or others, where the fraud could have a material effect on the financial information, have been identified or allegations have been made; and,
- Communicating your belief that the effects of any uncorrected financial information misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the financial information taken as a whole.

In accordance with Canadian generally accepted auditing standards, we will request a letter of representation from management at the close of our audit in order to confirm oral representations given to us and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. These representations are used as evidence to assist us in deriving reasonable conclusions upon which our audit opinion is based.

If the City plans any reproduction or publication of our report, or a portion thereof, printer's proofs of the complete documents should be submitted to us in sufficient time for our review, prior to making such documents publicly available. It will also be necessary for you to furnish us with a copy of the printed report. Further, it is agreed that in any electronic distribution, for example on City of Prince Albert's website or on designated public document databases such as SEDAR, management is solely responsible for the accurate and complete reproduction of our report and the subject matter on which we reported, and for informing us of any subsequent changes to such documents. However, we are responsible to read the documents to ensure accuracy, and consider the appropriateness of other information accompanying the audited financial statements, upon initial posting.

#### **Appendix C: Illustrative Independent Auditor's Report**

To the Ministry of Government Relations and City of Prince Albert:

#### Opinion

We have audited the Municipal Annual Expenditure Report (the "MAER") of the City of Prince Albert (the "City") for the year ended December 31, 2021, prepared in accordance with the provisions, as described in note 1, of the Municipal Gas Tax Fund Agreement (the "Agreement") between the Province of Saskatchewan and the City of Prince Albert.

In our opinion, the Municipal Annual Expenditure Report of the City for the year ended December 31, 2021 is prepared, in all material respects, in accordance with the provisions of the Agreement, as described in note 1.

#### **Basis for Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the MAER* section of our report. We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the MAER in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Other Matter - Restriction on distribution or use

This report is intended for the use of the Government of Canada, the Province of Saskatchewan and the City of Prince Albert for the purpose of deterring compliance with the Agreement and may not be used for any other purpose.

#### Responsibilities of Management and the Mayor and City Council for the MAER

Management is responsible for the preparation of the MAER in accordance with the provisions of the Agreement, its compliance with the material provisions of the Agreement, and for such internal control as management determines is necessary to enable the preparation of the MAER that is free from material misstatement, whether due to fraud or error.

Mayor and City Council are responsible for overseeing the City's financial reporting process.

#### Auditor's Responsibilities for the Audit of the MAER

Our objectives are to obtain reasonable assurance about whether the MAER as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this MAER.

#### **Appendix C: Illustrative Independent Auditor's Report** (continued from previous page)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the MAER, whether due to fraud or error, design and
  perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and
  appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting
  from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional
  omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are
  appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of
  the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the MAER or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, and related disclosures made by management.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Prince Albert, Saskatchewan

Date

Chartered Professional Accountants

#### **Appendix D: Fees and Expenses**

Our fees are determined on the basis of time spent on the engagement at the tariff rates of various members of our team. Any disbursements will be added to the billing.

The fees for the audit services to be provided have been set out in our 2017 pricing proposal and will be \$2,465, consisting of \$2,120 for the audit of the MAER, plus an administrative fee of \$106, GST of \$111, and PST of \$128.

Our estimated fees are based on our past experience and our knowledge of the City. This estimate relies on the following assumptions:

- No significant deficiencies in internal controls which cause procedures to be extended;
- No major unadjusted misstatement(s) or un-reconciled balances;
- Significantly all adjusting entries are completed prior to trial balance and journal entries being provided to the audit team:
- All management and required staff are available as needed;
- Information and working papers required, as outlined in our letter of fiscal year-end requirements, are provided in the mutually agreed form and timing;
- There are no changes to the agreed upon engagement timetable and reporting requirements; and,
- We will ask that your personnel, to the extent possible, prepare various schedules and analysis, and make various invoices and other documents available to our team. This assistance will facilitate the progress of our work and minimize the cost of our service to you.

If any significant issues arise during the course of our audit work which indicate a possibility of increased procedures or a change in the audit timetable, these will be discussed with management by the practitioner leading your engagement so a mutually agreeable solution can be reached. In accordance with our standard terms and conditions, included as Appendix E, if significant changes to the arrangements set forth in this engagement letter are required, any change in scope of the engagement will need to be agreed in writing, in a "Change Order" agreement.

### **Appendix E: Standard Terms and Conditions**

The following standard terms and conditions and engagement letter to which they are attached form one agreement and set out the terms and conditions upon which MNP LLP ("MNP") will provide services to you (the "City").

- 1. **Timely Performance** MNP will use all reasonable efforts to complete, within any agreed-upon time frame, the performance of the services described in the engagement letter to which these terms and conditions are attached. However, MNP shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by the City of its obligations as set out in the engagement letter.
- 2. **Right to Terminate Services** The City may terminate the engagement upon 30 days written notice. If this occurs, the City shall pay for time and expenses incurred by MNP up to the termination date, together with reasonable time and expenses incurred to bring the services to a close in a prompt and orderly manner. Should the City not fulfil its obligations as set out herein and in the engagement letter, and in the event that the City fails to remedy such default within 30 days following receipt of notice from MNP to that effect, MNP may, upon written notification and without prejudice to its other rights and resources, terminate provision of our services as described in the engagement letter. In such case, MNP shall not be responsible for any loss, costs, expenses, or damages resulting from such termination.
- 3. Change Order If, subsequent to the date of this engagement letter, the City requires significant changes to the arrangements set forth in this engagement letter, the City will be required to agree to the change in scope of the engagement in writing, in a "Change Order" agreement. The "Change Order" agreement will set forth the revised arrangements and scope of services to be performed and any related additional fees associated.
- 4. **Fees** Any fee estimates by MNP take into account the agreed-upon level of preparation and assistance from the City's personnel. MNP undertakes to advise the City's management on a timely basis should this preparation and assistance not be provided, or should any other circumstances arise which cause actual time to exceed the estimate.
- 5. **Administrative Expenses** Administrative expenses include costs such as long distance telephone and telecommunication charges, photocopying, delivery, postage, and clerical assistance. These expenses are based on a percentage of our fees for professional services 5%. Where applicable, federal, provincial, or other goods and services or sales taxes have been paid on these expenses. Other major costs such as travel, meals, accommodation and other significant expenses will be charged as incurred.
- 6. **Billing** Bills will be rendered on a regular basis as the assignment progresses. Accounts are due and payable upon receipt. Interest may be charged on the balance of any accounts remaining unpaid for more than 30 days, at a rate of 1.5% per month (19.56% per annum).
- 7. **Taxes** All fees and other charges do not include any applicable federal, provincial, or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. The City shall assume and pay any such taxes or duties, without deduction from the fees and charges hereunder.

- 8. **Governing Law** The engagement will be governed and construed in accordance with the laws of the Province of Saskatchewan, and shall be deemed in all respects to be a Saskatchewan contract. The City and MNP submit to the courts of that jurisdiction with respect to all matters arising under or by virtue of this Agreement.
- 9. **Working Papers** MNP owns all working papers and files, other materials, reports and work created, developed or performed during the course of the engagement, including intellectual property used in the preparation thereof. We will provide management with a copy of all practitioner-prepared working papers necessary for the City's accounting records. MNP may develop software, including spreadsheets, documents, databases, and other electronic tools, to assist us with our assignment. As these tools and working papers were developed specifically for our purposes and without consideration of any purpose for which the City might use them, any such tools which may be provided to the City, will be made available on an "as is" basis only, at our discretion, and should not be distributed to or shared with any third party. Except as indicated in the Rules of Professional Conduct or by any legal proceeding, we have no responsibility to share our working papers with you or with any other parties.
- 10. **Data and Privacy** - The City understands and agrees that you shall not provide us with information about any identifiable individual unless required for the purpose of the engagement, and in such event the City shall only provide such information in compliance with applicable law, including obtaining consent where so required. Data received by MNP may be disclosed to vendors whose services are utilized by us in connection with the engagement. Some of these vendors are located outside Canada. Others, though located in Canada, may store or process your information outside the country. Data being uploaded and downloaded via vendor networks may reside on or transit servers located in or outside of Canada and in such cases, vendors may on occasion be required to disclose data in its custody to authorities of those jurisdictions. Additionally, in order to provide valuable insights on financial and other trends either (a) within your specific business organization over time, or (b) on an aggregated basis across an entire industry or sector, MNP may use relevant portions of data it receives from the City for the purpose of conducting individualized (using your data only, for your eyes only) and aggregated analytics (using many data sources). Analytics involves the processing of anonymized data sets to draw conclusions about the information they contain. Even when using aggregated data sources, we only perform analytics on data that is disassociated from the identity of its source. None of the analysis generated from aggregated data processing contains any information which would identify those specific individuals or entities from which the underlying information was obtained. As such, none of the analytics reporting based on aggregated data will result in a disclosure of personal information. Finally, the City acknowledges that our client files must be periodically reviewed by provincial or national practice inspectors and by other Firm personnel to ensure we are adhering to professional and Firm standards. MNP's privacy policy is posted on our website at https://www.mnp.ca/en/privacy-policy and may be updated from time to time.

- 11. **Nature of the Limited Liability Partnership (LLP)** MNP is a registered limited liability partnership, as permitted by legislation enacted in our governing jurisdiction of the Province of Alberta. This legislation provides that a partner of an LLP is not personally liable for any of the debts, obligations, or liabilities of the LLP or any of the other partners which may arise as a result of any negligent act or omission of another partner of the LLP, or by any employee of the partnership, unless such act or omission is committed by the partner him or herself or by a person under the partner's direct supervision and control. All partners of an LLP remain personally liable for any acts or omissions arising as a result of their own negligence, and for the acts or omissions of those directly under their supervision or control, and shall continue to be subject to unlimited personal liability for all of the other liabilities of the partnership. The legislation does not reduce or limit in any way the liability of the partnership itself, and all of the partnership's assets and insurance coverage remain at risk.
- 12. **Release and Limitation of Liability** The City and MNP agree to the following with respect to MNP's liability to the City:

In any action, claim, loss or damage arising out of the engagement, the City agrees that MNP's liability will be several and not joint and the City may only claim payment from MNP of MNP's proportionate share of the total liability based on the degree of fault of MNP as finally determined by a court of competent jurisdiction.

Other than for matters finally determined to have resulted from the gross negligence, fraud or willful misconduct of MNP, whether the claim be in tort, contract, or otherwise:

- i. MNP shall not be liable to the City and the City releases MNP for all claims, damages, costs, charges and expenses (including legal fees and disbursements) incurred or suffered by the City related to, arising out of, or in any way associated with the engagement to the extent that the aggregate of such amounts is in excess of the total professional fees paid by the City to MNP in connection with this engagement during the 12 month period commencing from the date of the engagement letter to which these terms and conditions are attached; and,
- i. MNP shall not be liable to the City for any consequential, indirect, lost profit or similar damages, or failure to realize expected savings, relating to MNP's services provided under the engagement letter to which these terms and conditions are attached.

- 13. **Indemnity** The City agrees to jointly and severally indemnify and hold harmless MNP against:
  - a. All claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, other than those finally determined by a court of competent jurisdiction to have resulted from MNP's gross negligence, fraud or willful misconduct; and,
  - a. Notwithstanding "a.," all claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, that arise from or are based on any deliberate misstatement or omission in any material, information or representation supplied or approved by any officer or member of the Board of Directors of the City.

For the purposes of paragraph 12. and 13., "MNP" shall mean MNP LLP and its directors, officers, partners, professional corporations, employees, subsidiaries and affiliates and to the extent providing services under the engagement letter to which these terms are attached, MNP LLP, its member firms, and all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee.

- 14. **Survival of Terms** The City and MNP agree that clauses 12. and 13. will survive termination of the engagement.
- 15. **Electronic Communications** Unless the City prefers we use a particular manner of communication and specifies as much in writing, MNP will use whatever form of communication it deems most efficient in the circumstances. In many instances, this will involve the use of internet e-mail. With respect to internet e-mail, MNP and the City both acknowledge that neither party has control over the performance, reliability, availability, or security of internet e-mail. Additionally, MNP staff may be required or requested to work from your offices during which visits access to and use of and reliance upon your electronic environment (including but not limited to, your network, Internet, and extranet resources) is necessitated. The City accepts that MNP shall not be liable for any loss, damage, expense, harm or inconvenience resulting from any loss, delay, interception, corruption, security breach, delivery failure, incompatibility, incompleteness or alteration of any document or transmission arising from the use of e-mail or the transmission of any document outside of MNP's electronic environment.
- 16. **Confirmation.com** By signing this engagement letter, you agree to the use by MNP of Capital Confirmation Inc. ("CCI") as a third party service provider and the use of CCI's platform (the "Platform") to prepare, request and receive confirmations required to perform the engagement. You acknowledge and agree that data being uploaded/downloaded via the Platform may reside on servers located in the United States and that CCI could be required to disclose data, including personal information, in its custody to the United States government, government agencies, courts or law enforcement or regulatory agencies pursuant to the laws of the United States. MNP shall not be liable for any loss or damage arising from your or MNP's use of CCI as a service provider or use of the Platform, including any losses relating to CCI's collection, use, disclosure or loss of your data or personal information. You agree to pay all fees for requesting and receiving confirmations. For more information, you can review the third party service provider's Terms and Conditions and Privacy Policy on CCI's website at: https://www.confirmation.com.

- 17. **Praxity** We are an independent accounting firm allowed to use the name "PRAXITY" in relation to our practice. We are not connected by ownership to any other firm using the name "PRAXITY" and we will be solely responsible for all work carried out by us on your behalf. In deciding to instruct us you acknowledge that we have not represented to you that any other firm using the name "PRAXITY" will in any way be responsible for the work we do.
- 18. **Solicitation** The City agrees that for a period of one year after completion of the services, it shall not, directly or indirectly, for itself or for any third party, solicit the services of, hire, contract for the services of, or otherwise entice away from their partnership, employment or contract of services with MNP or any MNP Person. In the event of a breach of this section by the City, the City shall be obliged to pay to MNP liquidated damages in the amount of one hundred fifty (150%) percent of the total compensation the City or third party offered to pay the individual in their first year of service to such party, or one hundred fifty (150%) percent of total compensation the City or third party actually paid to the individual in their first year of service to such party, whichever is greater. The City further understands that any breach by the City of this provision may result in a threat to our independence which may prevent us from accepting or continuing any engagement to provide assurance services to the City. "MNP Person" means any and all partners, employees and contractors providing services to MNP, whether for a defined or indefinite period or on a part-time or full-time basis, and with whom the City had contact during the term of this engagement.



January 31, 2022

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

Attn: Sherry Person, City Clerk

Dear Sirs/Mesdames:

This letter will confirm the arrangements discussed with you regarding the services we will render to City of Prince Albert ("the City") commencing with the fiscal year ending December 31, 2021.

#### Our responsibilities

We will audit financial information consisting of the Municipal Economic Enhancement Program 2020 - Municipal Interim Expenditure Report (the "financial information") of the City of Prince Albert as at December 31, 2021.

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

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

#### Management's responsibilities

The operations of the City are under the control of management, which has responsibility for the accurate recording of transactions and the preparation of the financial information in accordance with the provisions of the Municipal Economic Enhancement Program (the Agreement). This includes the design, implementation and maintenance of internal control relating to the preparation and presentation of the financial information.

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

#### Reporting

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

#### Fees and expenses

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



#### Other matters

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

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

The privacy and security of the personal information you provide is important to us. We strive to ensure the strictest compliance with all applicable provincial and federal standards of protection and disclosure of personal information by any and all of our employees, agents, divisions and/or affiliates (referred to collectively as "MNP"). You may review our privacy policy at www.mnp.ca. We will not collect, use, or disclose any of your personal information without your knowledge and consent, unless required to do so by legal authority or the applicable provincial Rules of Professional Conduct.

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

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

Sincerely,

MNP LLP

Chartered Professional Accountants

encls.

RESPONSE:

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

Mayor	Date	
City Clerk	Date	

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

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

#### Our responsibilities, objective and scope

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

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

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

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

#### Independence

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

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

If matters should arise during this engagement that can reasonably be assumed to have impaired our independence, we may need to withdraw from this engagement.

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

#### **Audit limitations**

An audit involves performing procedures to obtain audit evidence regarding the amounts and disclosures in the financial statements. This includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation, structure and content of the financial statements, including disclosures.

It is important to recognize that an auditor cannot obtain absolute assurance that material misstatements in the financial statements will be detected because of factors such as the use of judgment, selective testing of data, inherent limitations of controls, and the fact that much of the audit evidence available is persuasive rather than conclusive in nature.

Furthermore, because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material misstatement due to fraud.

While effective controls reduce the likelihood that misstatements will occur and remain undetected, they do not eliminate that possibility. Therefore, we cannot guarantee that fraud, misstatements and non-compliance with laws and regulations, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

The audit of the financial statements and the issuance of our audit opinion are solely for the use of the City and those to whom our report is specifically addressed. We make no representations of any kind to any third party in respect of these financial statements and we accept no responsibility for their use by any third party.

We ask that our names be used only with our consent and that any information to which we have attached a communication be issued with that communication unless otherwise agreed to by us.

### **Appendix B: : Management Responsibilities**

During the course of our audit, you will be required to provide and make available complete information that is relevant to the preparation and presentation of the financial information, including:

- Financial records and related data, including data relevant to disclosures made in the financial information;
- Copies of all minutes of meetings of City Council and Executive Committee;
- Access to personnel to whom we may direct our inquiries;
- Information relating to any known or possible instances of non-compliance with laws, legislative or regulatory requirements (including financial reporting requirements);
- Information relating to all related parties and related party transactions; and,
- Allowing access to those within the entity from whom the auditor determines it necessary to obtain audit
  evidence.

Management's responsibility with respect to fraud and misstatement includes:

- The design and implementation of controls for its prevention and detection;
- An assessment of the risk that the financial information may be materially misstated;
- Disclosure of situations where fraud or suspected fraud involving management, employees who have significant roles in controls, or others, where the fraud could have a material effect on the financial information, have been identified or allegations have been made; and,
- Communicating your belief that the effects of any uncorrected financial information misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the financial information taken as a whole.

In accordance with Canadian generally accepted auditing standards, we will request a letter of representation from management at the close of our audit in order to confirm oral representations given to us and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. These representations are used as evidence to assist us in deriving reasonable conclusions upon which our audit opinion is based.

You have confirmed to us that the financial information, which will be prepared in accordance with the provisions of the Agreement, will be prepared solely for the information and use of the Ministry of Government Relations for purposes of determining compliance with the Agreement. Accordingly, we emphasize that this report is not intended to be and should not be used by anyone other than the specified users or for any other purpose. We accept no responsibility for any loss or damage suffered by the City, its management or employees, or any other reader, as a result of using the report for any other purpose.

### Appendix C: : Illustrative Independent Auditor's Report

To the Ministry of Government Relations and City of Prince Albert:

#### Opinion

We have audited the Municipal Interim Expenditure Report of the City of Prince Albert the ("City") for the year ended December 31, 2021, prepared in accordance with the provisions, as described in note 1, of the of the Municipal Economic Enhancement Program 2020 Funding Agreement (the "Agreement") between the Province of Saskatchewan and the City of Prince Albert.

In our opinion, the Municipal Interim Expenditure Report of the City for the year ended December 202 is prepared, in all material respects, in accordance with the provisions of the Agreement, as dead bed in note 1.

#### **Basis for Opinion**

We conducted our audit in accordance with Canadian generally accepted aud (ing. tange as. Our responsibilities under those standards are further described in the *Auditor's Responsition for the Audit of the Municipal Interim Expenditure Report* section of our report. We are independent on the City in accordance with the ethical requirements that are relevant to our audit of the Municipal line as Expenditure Report in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Emphasis of Matter - Basis of Accounting and Restriction on Distribution

We draw attention to Note 1 to the Municipal Interim Expenditure Report, which describes the basis of accounting. The Municipal Interim Expenditure Report is a pared to assist the Municipality to meet the requirements of the Agreement. As a cesult, a Municipal Interim expenditure Report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

# Responsibilities of Management and the Mayor and City Council for the Municipal Interim Expenditure Report

Management is responsible for the deparation of the Municipal Interim Expenditure Report in accordance with the provisions of the Agreement, its compliance with the material provisions of the Agreement, and for such internal control as a anagement determines is necessary to enable the preparation of the Municipal Interim Expenditure Penorit that is free from material misstatement, whether due to fraud or error.

The Mayor and ity Jouncil are responsible for overseeing the City's financial reporting process.



### Appendix C: : Illustrative Independent Auditor's Report

#### Auditor's Responsibilities for the Audit of the Municipal Interim Expenditure Report

Our objectives are to obtain reasonable assurance about whether the Municipal Interim Expenditure Report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally

accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this Municipal Interim Expenditure Report

As part of an audit in accordance with Canadian generally accepted auditing standards, we expressional judgment and maintain professional skepticism throughout the audit. We also

- Identify and assess the risks of material misstatement of the Municipal Interior Explicitly Report,
  whether due to fraud or error, design and perform audit procedures response to those risks, and
  obtain audit evidence that is sufficient and appropriate to provide a basis, in our pinion. The risk of
  not detecting a material misstatement resulting from fraud is higher than for the resulting from error,
  as fraud may involve collusion, forgery, intentional omissions, misieprese. Joins, or the override of
  internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures
  that are appropriate in the circumstances, but not for by purpose of expressing an opinion on the
  effectiveness of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, and related disclosures make it management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant so that on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the law nicipal Interim Expenditure Report or, if such disclosures are inadequate, to modify our opicion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. Newever, future events or conditions may cause the City to cease to continue as a going solicern.
- Evaluate the appropriate of accounting policies used and the reasonableness of accounting estimates, if y, and related disclosures made by management.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Prince Albert, Saskatchewan

Date

**Chartered Professional Accountants** 



### **Appendix D: Fees and Expenses**

Our fees are determined on the basis of time spent on the engagement at the tariff rates of various members of our team. Any disbursements will be added to the billing.

The fees for the audit preparation services to be provided are \$1,860 consisting of \$1,600 for the audit of the Municipal Interim Expenditure Report, plus an administrative fee of \$80, GST of \$84 and PST of \$96.

Our estimated fees are based on our past experience and our knowledge of the City. This estimate relies on the following assumptions:

- No significant deficiencies in internal controls which cause procedures to be extended;
- No major unadjusted misstatement(s) or un-reconciled balances;
- Significantly all adjusting entries are completed prior to trial balance and journal entries being provided to the audit team;
- All management and required staff are available as needed;
- Information and working papers required, as outlined in our letter of fiscal year-end requirements, are provided in the mutually agreed form and timing; and
- There are no changes to the agreed upon engagement timetable and reporting requirements.
- We will ask that your personnel, to the extent possible, prepare various schedules and analysis, and make various invoices and other documents available to our team. This assistance will facilitate the progress of our work and minimize the cost of our service to you.

If any significant issues arise during the course of our audit work which indicate a possibility of increased procedures or a change in the audit timetable, these will be discussed with management by the practitioner leading your engagement so a mutually agreeable solution can be reached. In accordance with our standard terms and conditions, included as Appendix E, if significant changes to the arrangements set forth in this engagement letter are required, any change in scope of the engagement will need to be agreed in writing, in a "Change Order" agreement.

### **Appendix E: Standard Terms and Conditions**

The following standard terms and conditions and engagement letter to which they are attached form one agreement and set out the terms and conditions upon which MNP LLP ("MNP") will provide services to you (the "City").

- 1. **Timely Performance** MNP will use all reasonable efforts to complete, within any agreed-upon time frame, the performance of the services described in the engagement letter to which these terms and conditions are attached. However, MNP shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by the City of its obligations as set out in the engagement letter.
- 2. Right to Terminate Services The City may terminate the engagement upon 30 days written notice. If this occurs, the City shall pay for time and expenses incurred by MNP up to the termination date, together with reasonable time and expenses incurred to bring the services to a close in a prompt and orderly manner. Should the City not fulfil its obligations as set out herein and in the engagement letter, and in the event that the City fails to remedy such default within 30 days following receipt of notice from MNP to that effect, MNP may, upon written notification and without prejudice to its other rights and resources, terminate provision of our services as described in the engagement letter. In such case, MNP shall not be responsible for any loss, costs, expenses, or damages resulting from such termination.
- 3. Change Order If, subsequent to the date of this engagement letter, the City requires significant changes to the arrangements set forth in this engagement letter, the City will be required to agree to the change in scope of the engagement in writing, in a "Change Order" agreement. The "Change Order" agreement will set forth the revised arrangements and scope of services to be performed and any related additional fees associated.
- 4. **Fees** Any fee estimates by MNP take into account the agreed-upon level of preparation and assistance from the City's personnel. MNP undertakes to advise the City's management on a timely basis should this preparation and assistance not be provided, or should any other circumstances arise which cause actual time to exceed the estimate.
- 5. **Administrative Expenses** Administrative expenses include costs such as long distance telephone and telecommunication charges, photocopying, delivery, postage, and clerical assistance. These expenses are based on a percentage of our fees for professional services 5%. Where applicable, federal, provincial, or other goods and services or sales taxes have been paid on these expenses. Other major costs such as travel, meals, accommodation and other significant expenses will be charged as incurred.
- 6. **Billing** Bills will be rendered on a regular basis as the assignment progresses. Accounts are due and payable upon receipt. Interest may be charged on the balance of any accounts remaining unpaid for more than 30 days, at a rate of 1.5% per month (19.56% per annum).
- 7. **Taxes** All fees and other charges do not include any applicable federal, provincial, or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. The City shall assume and pay any such taxes or duties, without deduction from the fees and charges hereunder.

- 8. **Governing Law** The engagement will be governed and construed in accordance with the laws of the Province of Saskatchewan, and shall be deemed in all respects to be a Saskatchewan contract. The City and MNP submit to the courts of that jurisdiction with respect to all matters arising under or by virtue of this Agreement.
- 9. **Working Papers** MNP owns all working papers and files, other materials, reports and work created, developed or performed during the course of the engagement, including intellectual property used in the preparation thereof. We will provide management with a copy of all practitioner-prepared working papers necessary for the City's accounting records. MNP may develop software, including spreadsheets, documents, databases, and other electronic tools, to assist us with our assignment. As these tools and working papers were developed specifically for our purposes and without consideration of any purpose for which the City might use them, any such tools which may be provided to the City, will be made available on an "as is" basis only, at our discretion, and should not be distributed to or shared with any third party. Except as indicated in the Rules of Professional Conduct or by any legal proceeding, we have no responsibility to share our working papers with you or with any other parties.
- 10. **Data and Privacy** - The City understands and agrees that you shall not provide us with information about any identifiable individual unless required for the purpose of the engagement, and in such event the City shall only provide such information in compliance with applicable law, including obtaining consent where so required. Data received by MNP may be disclosed to vendors whose services are utilized by us in connection with the engagement. Some of these vendors are located outside Canada. Others, though located in Canada, may store or process your information outside the country. Data being uploaded and downloaded via vendor networks may reside on or transit servers located in or outside of Canada and in such cases, vendors may on occasion be required to disclose data in its custody to authorities of those jurisdictions. Additionally, in order to provide valuable insights on financial and other trends either (a) within your specific business organization over time, or (b) on an aggregated basis across an entire industry or sector, MNP may use relevant portions of data it receives from the City for the purpose of conducting individualized (using your data only, for your eyes only) and aggregated analytics (using many data sources). Analytics involves the processing of anonymized data sets to draw conclusions about the information they contain. Even when using aggregated data sources, we only perform analytics on data that is disassociated from the identity of its source. None of the analysis generated from aggregated data processing contains any information which would identify those specific individuals or entities from which the underlying information was obtained. As such, none of the analytics reporting based on aggregated data will result in a disclosure of personal information. Finally, the City acknowledges that our client files must be periodically reviewed by provincial or national practice inspectors and by other Firm personnel to ensure we are adhering to professional and Firm standards. MNP's privacy policy is posted on our website at https://www.mnp.ca/en/privacy-policy and may be updated from time to time.

- 11. **Nature of the Limited Liability Partnership (LLP)** MNP is a registered limited liability partnership, as permitted by legislation enacted in our governing jurisdiction of the Province of Alberta. This legislation provides that a partner of an LLP is not personally liable for any of the debts, obligations, or liabilities of the LLP or any of the other partners which may arise as a result of any negligent act or omission of another partner of the LLP, or by any employee of the partnership, unless such act or omission is committed by the partner him or herself or by a person under the partner's direct supervision and control. All partners of an LLP remain personally liable for any acts or omissions arising as a result of their own negligence, and for the acts or omissions of those directly under their supervision or control, and shall continue to be subject to unlimited personal liability for all of the other liabilities of the partnership. The legislation does not reduce or limit in any way the liability of the partnership itself, and all of the partnership's assets and insurance coverage remain at risk.
- 12. **Release and Limitation of Liability** The City and MNP agree to the following with respect to MNP's liability to the City:

In any action, claim, loss or damage arising out of the engagement, the City agrees that MNP's liability will be several and not joint and the City may only claim payment from MNP of MNP's proportionate share of the total liability based on the degree of fault of MNP as finally determined by a court of competent jurisdiction.

Other than for matters finally determined to have resulted from the gross negligence, fraud or willful misconduct of MNP, whether the claim be in tort, contract, or otherwise:

- i. MNP shall not be liable to the City and the City releases MNP for all claims, damages, costs, charges and expenses (including legal fees and disbursements) incurred or suffered by the City related to, arising out of, or in any way associated with the engagement to the extent that the aggregate of such amounts is in excess of the total professional fees paid by the City to MNP in connection with this engagement during the 12 month period commencing from the date of the engagement letter to which these terms and conditions are attached; and,
- i. MNP shall not be liable to the City for any consequential, indirect, lost profit or similar damages, or failure to realize expected savings, relating to MNP's services provided under the engagement letter to which these terms and conditions are attached.

- 13. **Indemnity** The City agrees to jointly and severally indemnify and hold harmless MNP against:
  - a. All claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, other than those finally determined by a court of competent jurisdiction to have resulted from MNP's gross negligence, fraud or willful misconduct; and.
  - a. Notwithstanding "a.," all claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, that arise from or are based on any deliberate misstatement or omission in any material, information or representation supplied or approved by any officer or member of the Board of Directors of the City.

For the purposes of paragraph 12. and 13., "MNP" shall mean MNP LLP and its directors, officers, partners, professional corporations, employees, subsidiaries and affiliates and to the extent providing services under the engagement letter to which these terms are attached, MNP LLP, its member firms, and all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee.

- 14. **Survival of Terms** The City and MNP agree that clauses 12. and 13. will survive termination of the engagement.
- 15. **Electronic Communications** Unless the City prefers we use a particular manner of communication and specifies as much in writing, MNP will use whatever form of communication it deems most efficient in the circumstances. In many instances, this will involve the use of internet e-mail. With respect to internet e-mail, MNP and the City both acknowledge that neither party has control over the performance, reliability, availability, or security of internet e-mail. Additionally, MNP staff may be required or requested to work from your offices during which visits access to and use of and reliance upon your electronic environment (including but not limited to, your network, Internet, and extranet resources) is necessitated. The City accepts that MNP shall not be liable for any loss, damage, expense, harm or inconvenience resulting from any loss, delay, interception, corruption, security breach, delivery failure, incompatibility, incompleteness or alteration of any document or transmission arising from the use of e-mail or the transmission of any document outside of MNP's electronic environment.
- 16. **Confirmation.com** By signing this engagement letter, you agree to the use by MNP of Capital Confirmation Inc. ("CCI") as a third party service provider and the use of CCI's platform (the "Platform") to prepare, request and receive confirmations required to perform the engagement. You acknowledge and agree that data being uploaded/downloaded via the Platform may reside on servers located in the United States and that CCI could be required to disclose data, including personal information, in its custody to the United States government, government agencies, courts or law enforcement or regulatory agencies pursuant to the laws of the United States. MNP shall not be liable for any loss or damage arising from your or MNP's use of CCI as a service provider or use of the Platform, including any losses relating to CCI's collection, use, disclosure or loss of your data or personal information. You agree to pay all fees for requesting and receiving confirmations. For more information, you can review the third party service provider's Terms and Conditions and Privacy Policy on CCI's website at: https://www.confirmation.com.

- 17. **Praxity** We are an independent accounting firm allowed to use the name "PRAXITY" in relation to our practice. We are not connected by ownership to any other firm using the name "PRAXITY" and we will be solely responsible for all work carried out by us on your behalf. In deciding to instruct us you acknowledge that we have not represented to you that any other firm using the name "PRAXITY" will in any way be responsible for the work we do.
- 18. **Solicitation** The City agrees that for a period of one year after completion of the services, it shall not, directly or indirectly, for itself or for any third party, solicit the services of, hire, contract for the services of, or otherwise entice away from their partnership, employment or contract of services with MNP or any MNP Person. In the event of a breach of this section by the City, the City shall be obliged to pay to MNP liquidated damages in the amount of one hundred fifty (150%) percent of the total compensation the City or third party offered to pay the individual in their first year of service to such party, or one hundred fifty (150%) percent of total compensation the City or third party actually paid to the individual in their first year of service to such party, whichever is greater. The City further understands that any breach by the City of this provision may result in a threat to our independence which may prevent us from accepting or continuing any engagement to provide assurance services to the City. "MNP Person" means any and all partners, employees and contractors providing services to MNP, whether for a defined or indefinite period or on a part-time or full-time basis, and with whom the City had contact during the term of this engagement.



#### **RPT 22-20**

TITLE: Secondary Suite Program Application – 1122 13th Street West

**DATE:** January 12, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### RECOMMENDATION:

- 1. That the Secondary Suite Program application for the property located at 1122 13th Street West, legally described as Lots 20 & 21, Block 21, Plan H, be approved for a value up to \$2,500, subject to:
  - a) submission of supporting documentation,
  - b) completion of the renovation work, and
  - c) obtaining and passing the required Building inspection.

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

The purpose of his report is to consider an application made under the Secondary Suite Program for a grant of up to \$2,500, for the property located at 1122 13th Street West.

#### **BACKGROUND:**

On February 25th, 2019, City Council approved the Secondary Suite Program,

"0082

2. That the City of Prince Albert Secondary Suite Program, as outlined in RPT 19-67, be approved."

The Department of Planning and Development Services is in receipt of an application under the Secondary Suite Program. The Building Division completed the initial inspection of the secondary suite on January 13<sup>th</sup>, 2022. The inspection identified a number of issues that will need to be rectified in order to bring the suite into conformance with the National Building Code.

This application is the second received for the Secondary Suite Program since its enactment in February, 2019.

RPT 22-20 Page **2** of **3** 

### PROPOSED APPROACH AND RATIONALE:

The Secondary Suite Program provides funds to cover up to 50% of eligible construction costs to a maximum of \$2500. See attached for a description of eligible costs.

Prior to issuing the funds, the applicant may be required to obtain a Building Permit, submit receipts to Administration for the work completed and pass all required inspections.

#### **CONSULTATIONS:**

Planning and Development Services consulted with the Departments of.... No issues were raised with this application.

Planning and Development Services remains in contact with the applicant in order to ensure they are kept up to date on the process and requirements.

### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The applicant will be notified in writing of City Council's decision on the matter. Once all the required information has been submitted and inspections passed, Planning and Development Services will coordinate the issuance of funds.

#### FINANCIAL IMPLICATIONS:

Funding for the Secondary Suite Program is drawn from the Housing Reserve.

As of Jan 12<sup>th</sup>, 2022, prior to withdrawing these funds, the Housing Reserve has a balance of \$640,855.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

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

#### STRATEGIC PLAN:

The funding provided through the Secondary Suite Program supports the strategic goal of being an active and caring community by providing high quality services which meet the dynamic needs and expectations of our citizens. As well, this Program supports the strategic goal of sustainable growth by being responsive to the needs of our community.

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

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

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

RPT 22-20 Page **3** of **3** 

The funding provided through the Secondary Suite Program provides home owners with the funding to bring their existing secondary suite into conformance with the National Building Code, making these existing rental units safer for renters.

### **PUBLIC NOTICE:**

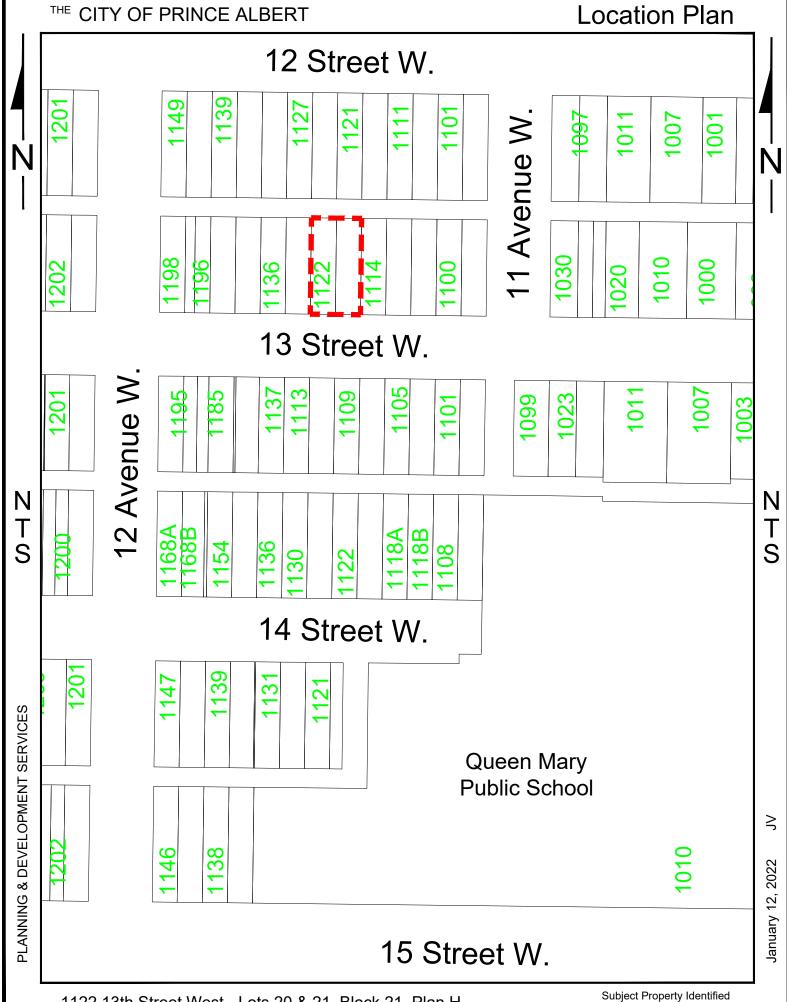
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

#### **ATTACHMENTS:**

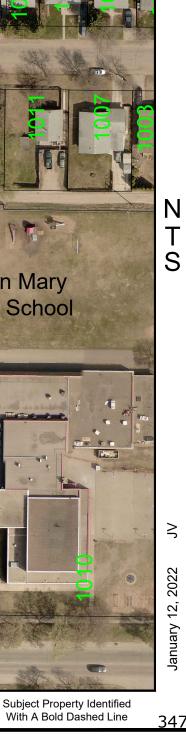
- 1. 1122 13th Street West Location Plan
- 2. 1122 13th Street West Location Plan w Aerial
- 3. Secondary Suite Program Application and Schedule "A"

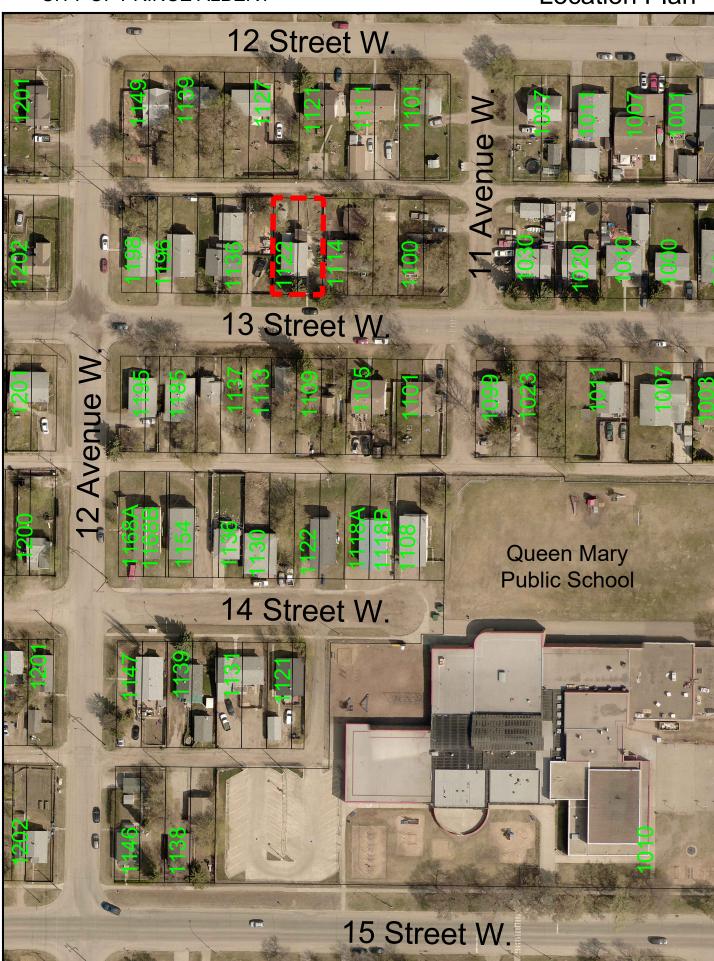
Written by: Adam Brown, Planner

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



T S





## **Secondary Suite Program Application**

### **Program Criteria:**

**Applicant Information** 

**Applicant Name** 

- Existing secondary suites that do not conform to relevant building standards are eligible for a \$2,500 grant, which can cover up to 50% of eligible construction costs.
- For an application to be considered complete an initial inspection shall be completed by a City of Prince Albert Building Official and Fire Inspector to determine what upgrades may be required.
- The City Manager will approve qualified applications in principle with final approval required from City Council.
- This program is effective as of February 25<sup>th</sup>, 2019 and is not retroactive.
- Please see "Schedule A" of this application for additional information.

		( ) -
Mailing Address		Cell Phone
		( ) -
City	Province	Postal Code
Email		
·		
Owner Information		
Owner Name		Home Phone
		( ) -
Mailing Address		Cell Phone
		( ) -
City	Province	Postal Code
Email		

Home Phone

Property Information
Civic Address
Legal Land Description

Final Construction Costs		
Receipt Description	Cost (Incl. PST & GST)	
Total Cost		
Total Disbursement		

I hereby declare that the above information is complete and correct, and as the applicant, I acknowledge that I have read and understand the entire Secondary Suite Program Application including the attached "Schedule A" and I further accept and agree to the terms and conditions of the Secondary Suite Program.

Applicant's Signature: Date:	
------------------------------	--

### Please complete and return this form to:

Planning and Development Services City Hall, 1084 Central Avenue Prince Albert SK S6V 7P3 Phone: 306-953-4370

> Fax: 306-953-4380 Email: <a href="mailto:pds@citypa.com">pds@citypa.com</a>

This Section to be completed by Administration	
Date Approved	Resolution #
Building Permit #	Date of Final Inspection

The City of Prince Albert is committed to protecting your privacy. Personal information collected on this form is in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)* and will only be used for the purpose for which it was collected. Personal information will not be shared or used for any other purpose without your express consent pursuant to *LAFOIP* and the City of Prince Albert's policies. Please contact The City Clerk's Office, 1084 Central Avenue, Prince Albert SK, via email <a href="mailto:cityclerk@citypa.com">cityclerk@citypa.com</a> or call 306-953-4305 for questions about the access, use, and disclosure of your personal information.

# Secondary Suite Program Application "Schedule A"

### **Program Background**

The funding for the Secondary Suite Program is provided through the Housing Reserve, which is established under the Housing Reserve Policy. The Secondary Suite Program was established with the intention to assist in bringing non-conforming secondary suites into conformance with the relevant safety standards.

### **Program Details**

- Only pre-existing secondary suites that do not conform to The City of Prince Albert Property Maintenance Bylaw and the National Building Code are eligible for this program.
- Funding may cover up to 50% of eligible construction costs, with a maximum grant amount of \$2,500.
- Properties that are currently in tax arrears shall not be eligible for this program.
- As a part of the application process, an initial inspection shall be completed by a City of Prince Albert Building Official and Fire Inspector to determine what upgrades may be required. The fee for the initial inspection is \$100.
- Eligible construction costs are limited to those costs associated with remedying the issues identified in the initial inspection.
- Any construction completed prior to the initial inspection will not be eligible for this grant.
- Once an application is considered complete and has been approved in principle by the City Manager, it shall be brought to City Council for final approval.
- Disbursement of the grant shall only occur after:
  - A final inspection has occurred; and
  - Copies of all receipts have been submitted to Administration to determine the total grant amount.
- The Secondary Suite Program is a standalone program and cannot be stacked with other City Programs.
- The Secondary Suite Program is effective as of February 25<sup>th</sup>, 2019.



#### RPT 22-61

TITLE: Signature Developments Subdivision - Parcel 2, 2A & 3

DATE: February 3, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

- 1. That the proposed subdivision application for Parcel C, Plan 102375446 be approved, subject to:
  - a. The review and approval of the final Plan of Survey 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.

### **TOPIC & PURPOSE:**

The purpose of this report is to approve the subdivision application to create three new lots in The Yard District, for future commercial development.

#### **BACKGROUND:**

On September 7, 2021, City Council approved the initial subdivision for the Signature Development Corporation project. City Council Resolution No. 0349 dated September 7, 2021:

- 1. That the Servicing Agreement between The City and Signature Developments for the Parcels, legally described as Parcel 52, Plan No. 101817165; Parcel 45, Plan No. AK2420; Parcel 44, Plan No. AK2420 and Parcel 49, Plan No. 101816939, be approved, which may include further amendments as directed by the City Solicitor;
- 2. That the City Manager be authorized to approve further Site Plans, and Engineering Details and Drawings in consultation with Administration;
- 3. That the Subdivision of the subject lands legally described as Parcel 52, Plan No.

RPT 22-61 Page **2** of **3** 

101817165; Parcel 45, Plan No. AK2420; Parcel 44, Plan No. AK2420 and Parcel 49, Plan No. 101816939, for commercial development, be approved; and,

4. That the Mayor and City Clerk be authorized to execute the Servicing Agreement and final Subdivision Plan on behalf of The City, once prepared.

#### PROPOSED APPROACH AND RATIONALE:

Signature Development Corporation has submitted a plan of proposed subdivision for the next phase of the development. As per Section 7(2)(c) of the Subdivision Bylaw No. 15 of 2020, a subdivision application requiring a plan of survey for three (3) or more lots shall be approved by City Council.

Administration has completed a review of the plan of proposed subdivision and the size and shape of the three new proposed parcels (Parcel 2, 2A and 3) conform to the regulations contained in the Subdivision Bylaw and the Zoning Bylaw. The remaining source parcel (Parcel C) also conforms to the regulations and will allow for future subdivisions to create additional commercial properties within this development.

Administration has reviewed all of the information submitted for the above noted subdivision and recommends approval.

#### **CONSULTATIONS:**

The plan of proposed subdivision was reviewed by Public Works, Community Services, Assessment, Fire & Emergency Services, Planning and Development Services, SaskPower, SaskEnergy, SaskTel and Canada Post.

No concerns regarding the plan of proposed subdivision were raised.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Administration will continue to be in contact with the applicant and the utility companies in order to ensure that all the requirements for the subdivision have been met.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

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

#### STRATEGIC PLAN:

Throughout the review of this subdivision, Administration relied on one of the City's core values, to be accountable and transparent, in order to ensure that all the relevant information and facts were presented to all parties involved in a timely and accurate manner.

RPT 22-61 Page **3** of **3** 

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

Schedule 16.1.1 of The City of Prince Albert's Official Community Plan identifies the subject property as Highway Commercial land. As per Section 6.5.4, the purpose of Highway Commercial land is to:

"provide for regional retail and service commercial services with convenient, controlled access parking and without increasing traffic burdens upon the adjacent streets and highways".

The proposed subdivision will create land for future development that conforms to the above purpose, as the intention is to develop the area into an entertainment and commercial service hub.

### **PUBLIC NOTICE:**

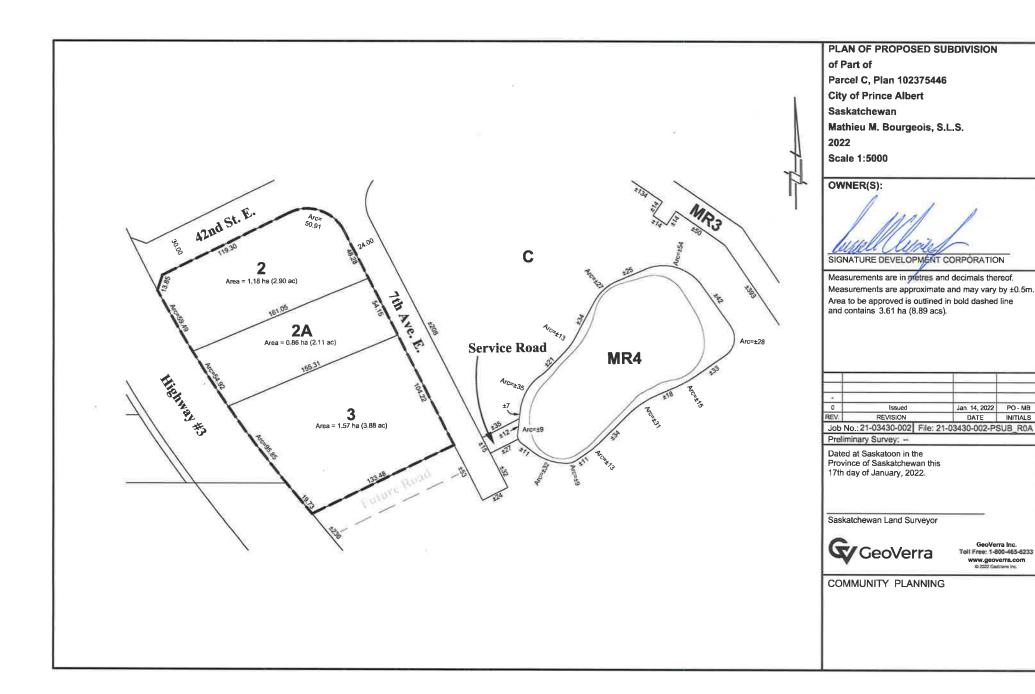
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

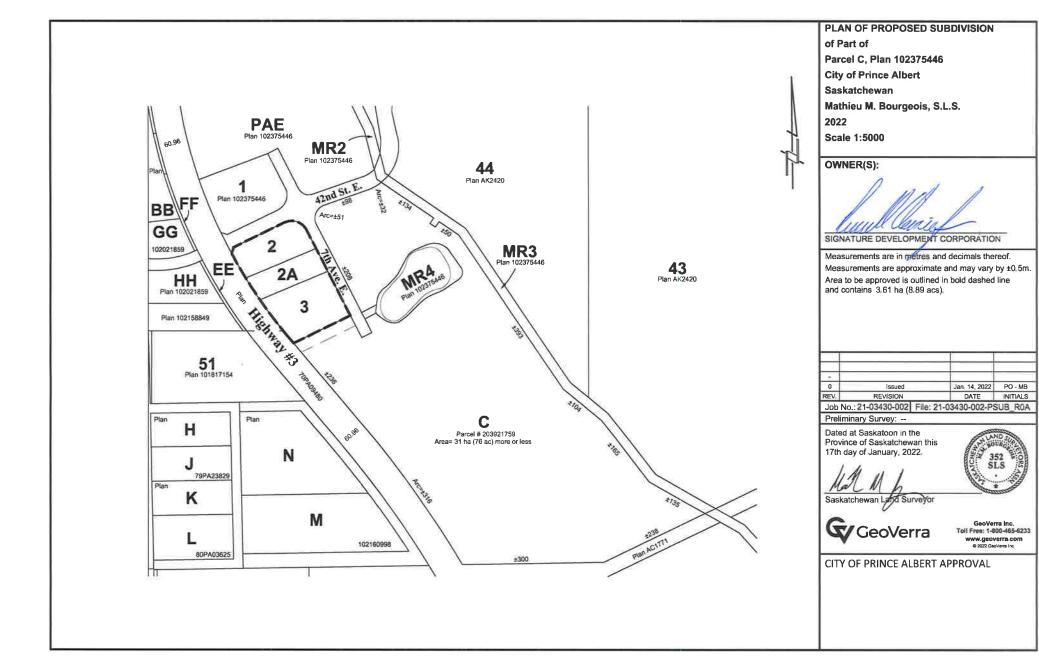
#### ATTACHMENTS:

- 1. Plans of Proposed Subdivision
- 2. Location Plan with Aerial

Written by: Jonathon Vis, Planning Technician

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





Location of Proposed Subdivision - Parcel C, Plan 102375446

Subject Property Identified With A Bold Dashed Line



#### **RPT 22-71**

**TITLE:** Amendments to Bylaw No. 1 of 2018, The Building Bylaw

DATE: February 9, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

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.

#### **ATTACHMENTS:**

1. Amendments to Bylaw No. 1 of 2018, The Building Bylaw (RPT 21-583)

Written by: Executive Committee



#### RPT 21-583

**TITLE:** Amendments to Bylaw No. 1 of 2018, The Building Bylaw

**DATE:** January 12, 2022

**TO:** Executive Committee

PUBLIC: X INCAMERA:

#### RECOMMENDATION:

- 1. That Bylaw No. 1 of 2022 to amend the Building Bylaw, Bylaw No.1 of 2018, receive three readings;
- 2. That Bylaw No. 2 of 2022, the Building Fee Bylaw, receive three readings;
- 3. 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
- 4. That City Council authorize the City Clerk to issue and sign certificates as contemplated under Section 16(3) of the *Construction Codes Act*.

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

The purpose of this report is for Bylaw No. 1 of 2022, to amend the Building Bylaw, Bylaw No. 1 of 2018, to receive three readings, and Bylaw No. 2 of 2022, the Building Fee Bylaw, to receive three readings.

### **BACKGROUND:**

On December 6<sup>th</sup> and 13<sup>th</sup>, 2021, Administration received notice from the Provincial Ministry of Government Relations that the Province would be both replacing existing Acts and adopting new Acts that deal with the administration, enforcement and application of the National Building and Energy Codes and Municipal Building Bylaws. These changes have been in effect as of January 1<sup>st</sup>, 2022.

The Construction Codes Act replaced The Uniform Building and Accessibility Standards Act.

RPT 21-583 Page **2** of **4** 

The Building Code Regulations replaced both The Uniform Building and Accessibility Standards Regulations and The Building and Accessibility Standards Administration Regulations.

In addition, the Province adopted *The Energy Code Regulations* and *The Plumbing Code Regulations*.

*The Construction Codes Act* is attached as Bill 4, the related Regulations are attached as presented in the December 10<sup>th</sup> Edition of the Saskatchewan Gazette.

#### PROPOSED APPROACH AND RATIONALE:

The proposed amendments to the Building Bylaw (Bylaw No. 1 of 2022) and the creation of a Building Fee Bylaw (Bylaw No. 2 of 2022) are the result of legislative changes defined within this new legislation.

The Energy Code Regulations simply take the existing energy code requirements and place them into separate Regulations exclusively dealing with construction energy standards.

The Plumbing Code Regulations are assumed to be a result of the Provincial action wherein TSASK (Technical Safety Authority of Saskatchewan) will be a hub for gas, power, plumbing, elevator and pressure vessel inspections. Section 4 of the Act, states:

#### "Local authorities

- 4 For the purposes of clause 45(d) of the Act, the following are prescribed as local authorities and each has the duty to administer and enforce the Act, these regulations and any adopted codes, standards, minister's interpretations, appeal board interpretations and orders made pursuant to these regulations for buildings within its geographical or jurisdictional area:
  - (a) the City of Lloydminster;
  - (b) the City of Regina;
  - (c) the City of Saskatoon;
  - (d) the Global Transportation Hub;
  - (e) the Technical Safety Authority of Saskatchewan."

This notation clearly defines that the City of Prince Albert is not responsible for the administration or enforcement of gas, power, plumbing, elevator or pressure vessel inspections. Our local department has established a working relationship with provincial electrical inspectors and will be doing the same with TSASK's new plumbing inspectors.

The new *Construction Codes Act* requires that all building inspectors be formally appointed by City Council and be issued certificates signed by the City Clerk as per Sections 16(1) to (3).

Section 16(4) of the *Construction Codes Act* also requires that the City Clerk report to the Province the names of appointed officials and their license status within 60 days of the start of each fiscal year.

RPT 21-583 Page **3** of **4** 

The Building Code Regulations and the Construction Codes Act dictate that the following amendments be made to the City's Building Bylaw:

- References to The Uniform Building and Accessibility Standards Act will be replaced with The Construction Codes Act.
- References to The Uniform Building and Accessibility Standards Regulations and The Building and Accessibility Standards Administration Regulations will be replaced with The Building Code Regulations.
- Section 4(4), which deals with the transfer of title when there is an active building permit
  will be deleted as the new Acts deal with this. In addition, the new Acts provide a
  provision wherein an order that has been active for 61 days or more can be registered
  on title.
- References to Schedule "A", which is the current fee schedule, will be replaced with text
  referring to the new Building Fee Bylaw, Bylaw 2 of 2022. The new Acts no longer
  require that the fee schedule receive the same Ministerial approval as the Building
  Bylaw. By creating a stand-alone bylaw for fees, changes to the fee schedule come into
  effect immediately after approval by City Council.
- Sentence 12 will be deleted. This section required that no plan be issued until storm
  water management plans were approved by the City Engineer. This section is
  redundant because a storm water management review occurs during the Development
  Permit process and a building permit will not be issued until a development permit has
  been approved.
- Section 16, sentence (1) will be amended to provide reference to the proposed Building Fee Bylaw, Bylaw No. 2 of 2022 rather than Schedule "A" and sentence (2) will be deleted in its entirety.
- Section 18(1), the text referring to "section 21 of the Act" will be replaced with the text, "Section 16".

## **CONSULTATIONS:**

The changes defined are legislated by the province, therefore, no consultation by the City is required.

RPT 21-583 Page **4** of **4** 

## COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Administration will update the City website, pamphlets, brochures, applications and permits as required.

## OTHER CONSIDERATIONS/IMPLICATIONS:

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

## STRATEGIC PLAN:

The mandate in this report reflects the Strategic Plans Sustainable core value: Working to ensure all facets of City operations and projects are sustainable; operating with efficiency, mitigating risk, and utilizing transparent and realistic costing.

## **OFFICIAL COMMUNITY PLAN:**

Section 12 of the Official Community Plan recognizes public safety as part of the City's goals. The Building Bylaw, a Bylaw ensuring compliance with the legislated safety standards defined by Building Codes, is a promotion of these goals.

## **PUBLIC NOTICE:**

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

## PRESENTATION:

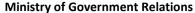
Verbal presentation by Kim Johnson, Chief Building Official

#### **ATTACHMENTS:**

- 1. December 6th notice from the Province
- 2. December 13th notice from the Province
- 3. The Construction Codes Act
- 4. The Saskatchewan Gazette containing The Building Code Regulations, The Energy Code Regulations and The Plumbing Code Regulations
- 5. Bylaw No. 1 of 2022, Amending the Building Bylaw
- 6. Bylaw No. 2 of 2022, The Building Fee Bylaw
- 7. Bylaw No. 1 of 2018, current Building Bylaw

Written by: Kim Johnson, Chief Building Official

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





Building and Technical Standards Branch 14<sup>th</sup> Floor, 1430 – 1855 Victoria Avenue Regina, Canada S4P 3T2

Phone: 306-787-4113

December 6, 2021

To all Local Authorities:

This letter is to inform local authorities of upcoming changes to the legislation and regulations that govern the construction and occupancy of buildings in Saskatchewan.

As you are likely aware, *The Construction Codes Act* (the CCA) comes into force on January 1, 2022, and will repeal-and-replace *The Uniform Building and Accessibility Standards Act* (the UBAS Act) as the legislation which governs construction standards in Saskatchewan. As part of this process, three new regulations are also coming into force to replace the current regulations and each regulation relates to a separate construction technology. The three regulations are:

- The Building Code Regulations;
- The Energy Code Regulations; and
- The Plumbing Code Regulations.

Under the CCA, local authorities will continue to be responsible for administering and enforcing building and energy codes for buildings in their jurisdiction. Regina, Saskatoon, Lloydminster and the Global Transportation Hub are responsible for administering the plumbing code in their respective jurisdictions. The Technical Safety Authority of Saskatchewan (TSASK) is responsible for administering plumbing code throughout the balance of the province.

Included in this letter is additional information detailing some of the effects of the CCA and regulations on local authorities. Supporting materials and online events are being developed by the Building and Technical Standards Branch of the Ministry of Government Relations. Details will be available online at <a href="https://www.saskatchewan.ca/btstandards">www.saskatchewan.ca/btstandards</a>.

Local authorities are also encouraged to watch upcoming *Municipalities Today* newsletters for articles with additional information relevant to them on the new Act and regulations.

If you have additional questions, concerns or would like to discuss this letter further, please contact the Building and Technical Standards Branch at <a href="mailto:btstandards@gov.sk.ca">btstandards@gov.sk.ca</a> or (306) 787-4113.

Sincerely,

Kevin Kehler

Director, Technical Safety Policy

cc: William Hawkins, Executive Director, Ministry of Government Relations Marvin Meickel, Chief Building Official, Ministry of Government Relations

#### **Transition**

- Bylaws, contracts, building official orders, licences and permits that are valid under the UBAS Act on December 31, 2021, will remain valid under the CCA on January 1, 2022.
  - For example, if a building permit was issued on June 1, 2021, that permit remains valid on January 1, 2022, unless the local authority had already closed the permit or the permit expired before the CCA came into force.
- There is no requirement for a local authority to reissue any permit, order, contract or licence simply because the CCA came into force.
- Local authorities are encouraged to use up any existing supplies which reference the UBAS Act but order new supplies which reference the correct legislation and/or regulations.

## **Building Bylaws**

- Building bylaws can only be adopted by the council of a local authority under provisions of the CCA. Local authorities are required to obtain ministerial approval when adopting, amending or repealing their building bylaw.
  - Bylaws should be submitted to the Building and Technical Standards Branch in order to receive ministerial approval.
- Bylaws that are adopted under any other legislation (e.g., The Cities Act, The
   Municipalities Act or The Regional Parks Act) cannot be used for enforcing construction or
   occupancy standards and are void as they relate to the regulation of building construction
   and occupancy.
- Local authorities which have a valid building bylaw under the UBAS Act are required to
  either renew or repeal-and-replace their building bylaw by December 31, 2029. Any local
  authority which does not complete this requirement will be subject to the model building
  bylaw.

## **Model Building Bylaw**

- Local authorities which do not have a valid building bylaw will be subject to the model building bylaw if they do not adopt their own building bylaw by the required date. The requirement to adopt a building bylaw is as follows:
  - local authorities which are regulated by The Cities Act are required to adopt a building bylaw by December 31, 2022;
  - local authorities which are regulated by *The Municipalities Act* are required to adopt a building bylaw by December 31, 2023; or
  - o regional parks which are regulated by *The Regional Parks Act* are required to adopt a building bylaw by December 31, 2024.
- Local authorities are required to administer and enforce the model building bylaw as though they had adopted it themselves.

## **Building Officials**

- Only individuals who have a valid building official licence can provide building official services. This includes conducting plan reviews, performing building inspections and issuing building official orders.
- Building officials are prohibited from using the powers delegated to them as building officials to enforce any other bylaw or regulations.
  - For example, a building official may be appointed by a local authority to enforce other bylaws (i.e., fire, nuisance, parking, etc.) but those building officials cannot write a building official order to enforce those other bylaws.
- Local authorities are responsible to provide the names and licence numbers of all building
  officials to the Chief Codes Administrator on an annual basis and within 60 days of fiscal
  year end. This includes building officials: who are newly appointed; whose appointment is
  continued; who are either on a leave or whose appointment is suspended and whose
  appointment is cancelled.
  - For example, a building official who goes on a parental leave and who is not practicing as a building official during their leave would need to be reported as being on leave for that year. This would allow the building official to apply to an extension of their building official licence and a delay in completing education requirements.

## **Farm Buildings**

- Farm buildings which have a residential occupancy (i.e., sleeping quarters) are subject to the construction standards found in the CCA, including application of the National Building Code of Canada.
  - To clarify, there is no exemption from construction standards for buildings constructed on agricultural land if the building has sleeping quarters.
- This requirement only applies to new construction: existing buildings where no new
  construction work is being done are not required to be upgraded simply because
  construction standards now apply. After January 1, 2022, any new farm building with a
  residential occupancy or any renovation, alteration or addition to an existing building with
  a residential occupancy is required to comply with the construction standards but only as
  it applies to new work.
- Local authorities still have the ability to require other farm buildings comply with construction standards through their building bylaw.

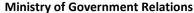
## **Carbon Monoxide and Smoke Alarms**

- All buildings with a residential occupancy (i.e., sleeping quarters) are required to have carbon monoxide and smoke alarms installed by July 1, 2022. This includes older buildings which were initially constructed prior to these devices being required in the relevant building code and farm buildings with sleeping quarters.
  - To clarify, all buildings in Saskatchewan where people are expected to sleep will need to have carbon monoxide and smoke alarms installed. The size of the building, age of the building or if the building is seasonably occupied (e.g., cottages) do not exempt the building's owner from needing to comply.

- Local authorities are responsible for enforcing this requirement but are recommended to
  use passive enforcement. If a building official or fire inspector is in the building for any
  other purpose and notices the required devices are missing, they could write an order
  requiring the owner to comply.
  - There is no expectation that local authorities will go door-to-door to ensure buildings are complying.

## **Building Permits and Building Official Orders**

- The Building Code Regulations list the minimum information that building permits need to have listed to be valid.
  - This includes information such as: name of the permit holder, name of the local authority, address of the building or land where work is to be done, all fee amounts, expiry date of the permit, the stages of construction where the local authority must be notified and any conditions the permit holder is required to comply with.
- Similarly, building official orders are required to provide specific information to be valid.
  - This includes information such as: name of the person(s) the order is issued to, name of the local authority and building official, address of the building or land where work is being done, section of the Act/Regulations/code/bylaw that has been contravened, identify the actions that must occur or cease to occur, include information on how to appeal the order, and state that building official orders can be registered in the Land Titles Registry 61 days after being received.
- Local authorities are encouraged to review their existing documents to ensure they are following these requirements going forward.
- Local authorities can register a building official's order on the Land Titles Registry, to ensure that future owners of buildings are aware of any deficiencies or required actions. Building owners need to be given 60 days to comply with a building official order prior to the order being registered.
  - Building official orders can only be registered if the order is less than two years old or the work was completed in the last two years, whichever is sooner. For example, once the CCA comes into force, a local authority could register a building official order written in 2020 but not an order written in 2019 or before.





Building and Technical Standards Branch 14<sup>th</sup> Floor, 1430 – 1855 Victoria Avenue Regina, Canada S4P 3T2

Phone: 306-787-4113

December 13, 2021

To all Building Officials:

This letter is to inform building officials of upcoming changes to the legislation and regulations that govern the construction and occupancy of buildings in Saskatchewan.

As you are likely aware, *The Construction Codes Act* (the CCA) comes into force on January 1, 2022, and will repeal-and-replace *The Uniform Building and Accessibility Standards Act* (the UBAS Act) as the legislation which governs construction standards in Saskatchewan. As part of this process, three new regulations are also coming into force to replace the current regulations and each regulation relates to a separate construction technology. The three regulations are:

- The Building Code Regulations;
- The Energy Code Regulations; and
- The Plumbing Code Regulations.

Under the CCA, local authorities will continue to be responsible for administering and enforcing building and energy codes for buildings in their jurisdiction. Regina, Saskatoon, Lloydminster and the Global Transportation Hub are responsible for administering the plumbing code in their respective jurisdictions. The Technical Safety Authority of Saskatchewan (TSASK) is responsible for administering plumbing code throughout the balance of the province.

Included in this letter is additional information detailing some of the effects of the CCA and regulations on building officials. Supporting materials and online events are being developed by the Building and Technical Standards Branch of the Ministry of Government Relations. Details will be available online at <a href="https://www.saskatchewan.ca/btstandards">www.saskatchewan.ca/btstandards</a>.

If you have additional questions, concerns or would like to discuss this letter further, please contact the Building and Technical Standards Branch at <a href="mailto:btstandards@gov.sk.ca">btstandards@gov.sk.ca</a> or (306) 787-4113.

Sincerely,

Kevin Kehler

Director, Technical Safety Policy

cc: William Hawkins, Executive Director, Ministry of Government Relations Marvin Meickel, Chief Building Official, Ministry of Government Relations

#### **Transition**

- Bylaws, contracts, building official orders, licences and permits that are valid under the UBAS Act on December 31, 2021, will remain valid under the CCA on January 1, 2022.
  - For example, if a building permit was issued on June 1, 2021, that permit remains valid on January 1, 2022, unless the local authority had already closed the permit or the permit expired before the CCA came into force.
- There is no requirement for a local authority or building official to reissue any permit or building official order simply because the CCA came into force.
- Local authorities and building officials are encouraged to use up any existing supplies which reference the UBAS Act but order new supplies which reference the correct legislation and/or regulations.

## **Building Officials**

- Only individuals who have a valid building official licence can provide building official services. This includes conducting plan reviews, performing building inspections and issuing building official orders.
- Individuals who apply for their initial building official licence or an existing building official
  who applies to renew a licence are required to provide evidence of training and
  qualifications. Any person who provides false or misleading information as part of their
  licence or renewal application may be disqualified from holding a building official's licence
  for a period of one year.
- Building officials are prohibited from using the powers delegated to them as building officials to enforce any other bylaw or regulations.
  - For example, a building official may be appointed by a local authority to enforce other bylaws (i.e., fire, nuisance, parking, etc.) but those building officials cannot use the power of warrantless entry or write a building official order to enforce those other bylaws.
- Local authorities are responsible to provide the names and licence numbers of all building
  officials to the Chief Codes Administrator on an annual basis and within 60 days of fiscal
  year end. This includes building officials: who are newly appointed; whose appointment is
  continued; who are either on a leave or whose appointment is suspended and whose
  appointment is cancelled.
  - For example, a building official who goes on a parental leave and is not practicing as a building official during their leave, would need to be report the period of leave. This would allow for consideration of an extension of their building official licence period equal to the period of leave. Extending the licence period will result in additional time added for the building official to obtain the necessary education requirements for future renewal.

## **Building Bylaws**

- Building bylaws can only be adopted by the council of a local authority under provisions of the CCA. Local authorities are required to obtain ministerial approval when adopting, amending or repealing their building bylaw. Fee bylaws do not require ministerial approval.
  - Bylaws need to be submitted to the Building and Technical Standards Branch to receive ministerial approval.
- Bylaws that are adopted under any other legislation (e.g., The Cities Act, The
   Municipalities Act or The Regional Parks Act) cannot be used for enforcing construction or
   occupancy standards and are void as they relate to the regulation of building construction
   and occupancy.
- Local authorities are required to administer and enforce the requirements found in the CCA and regulations; a local authority's building bylaw is void where it conflicts with the CCA and regulations, even if it did not conflict with the UBAS Act.
  - For example, a local authority's current building bylaw may use the definition found in the UBAS Act to exempt farm residences from construction standards. However, as the CCA requires farm residences to comply with construction standards, the local authority's definition of a farm building (which was valid under the UBAS Act) is void as of January 1, 2022, as it now conflicts with the CCA.
- As of January 1, 2022, local authorities which have a valid building bylaw under the UBAS
  Act are required to either renew or repeal-and-replace their building bylaw by
  December 31, 2029. Any local authority which does not complete this requirement will be
  subject to the model building bylaw.

## **Model Building Bylaw**

- Local authorities which do not have a valid building bylaw as of January 1, 2022, under the UBAS Act or the CCA, will be subject to the model building bylaw if they do not adopt their own building bylaw by the required date. The requirement to adopt a building bylaw is as follows:
  - local authorities which are regulated by The Cities Act are required to adopt a building bylaw by December 31, 2022;
  - local authorities which are regulated by *The Municipalities Act* are required to adopt a building bylaw by December 31, 2023; or
  - o regional parks which are regulated by *The Regional Parks Act* are required to adopt a building bylaw by December 31, 2024.
- If the model building bylaw is applied on behalf of a local authority, they are required to administer and enforce the model building bylaw as though they had adopted it themselves.

## **Farm Buildings**

- Farm buildings which have a residential occupancy (i.e., sleeping quarters) are subject to the construction standards found in the CCA, including application of the National Building Code of Canada.
  - To clarify, there is no exemption from construction standards for buildings constructed on agricultural land if the building has sleeping quarters.
- This requirement only applies to new construction: existing buildings where no new
  construction work is being done are not required to be upgraded simply because
  construction standards now apply. After January 1, 2022, any new farm building with a
  residential occupancy or any renovation, alteration, or addition to an existing building
  with a residential occupancy is required to comply with the construction standards but
  only as it applies to new work.
- Local authorities have the ability to require other farm buildings comply with construction standards through their building bylaw but cannot continue the exemption from construction standards for farm buildings with a residential occupancy.
  - To clarify, local authorities can use their building bylaw to require a higher standard for farm buildings than those standards found in the CCA but cannot use their building bylaw to exempt farm buildings with a residential occupancy from the standards found in the CCA.

## **Building Permits and Building Official Orders**

- The Building Code Regulations list the minimum information that building permits need to have listed to be valid.
  - This includes information such as: name of the permit holder, name of the local authority, address of the building or land where work is to be done, all fee amounts, expiry date of the permit, the stages of construction where the local authority must be notified and any conditions the permit holder is required to comply with.
- Similarly, building official orders are required to provide specific information to be valid.
  - This includes information such as: name of the person(s) the order is issued to, name of the local authority and building official, address of the building or land where work is being done, section of the Act/Regulations/code/bylaw that has been contravened, identify the actions that must occur or cease to occur, include information on how to appeal the order, and state that building official orders can be registered in the Land Titles Registry 61 days after being received.
- Local authorities and building officials are encouraged to review their existing documents to ensure they are following these requirements going forward.
- Local authorities can register a building official's order on the Land Titles Registry, to
  ensure that future owners of buildings are aware of any deficiencies or required actions.
  Building owners need to be given 60 days to comply with a building official order prior to
  the order being registered.
  - Building official orders can only be registered if the order is less than two years old or the work was completed in the last two years, whichever is sooner. For example, once the CCA comes into force, a local authority could register a building official order written in mid-2020 but not an order written in 2019 or before.

## **2021**

## **CHAPTER 9**

## An Act respecting Construction Standards

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(Assented to May 13, 2021)

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Saskatchewan, enacts as follows:

# PART 1 Preliminary Matters

#### Short title

1 This Act may be cited as The Construction Codes Act.

#### **Definitions**

- 2 In this Act:
  - "addition" means any new construction expanding an existing building, either horizontally or vertically;
  - "alteration" means a change to any matter, thing or occupancy that is regulated by this Act but does not include an addition;
  - "appeal board" means the Saskatchewan Construction Standards Appeal Board continued pursuant to subsection 27(1);
  - "appellant" means a person who makes an appeal to the chief codes administrator pursuant to section 15 or to the appeal board pursuant to section 31;
  - "appointed building official" means a building official appointed pursuant to section 23;
  - "appropriate local authority" means the local authority that has jurisdiction over the geographical area in which a building is or is to be situated;
  - "architect" means a licensed architect as defined in *The Architects Act*, 1996 who is registered as a member within the meaning of that Act and whose registration is not under suspension;
  - "building" means the following:
    - (a) a structure used or intended for supporting or sheltering any use or occupancy;
  - (b) if applicable, the land adjoining a structure mentioned in clause (a); and includes an addition;
  - "building official" means a person who holds a building official licence;
  - "building official licence" means a licence issued pursuant to section 10;
  - "certificate of occupancy" means a written document issued by the local authority giving the owner of the building permission to occupy the building for its intended use;

"change of occupancy" means a change from one class of major occupancy recognized by the edition of the National Building Code of Canada that is declared in force pursuant to subsection 5(2) to another class of major occupancy;

"chief codes administrator" means the person who holds the position of chief codes administrator and is appointed pursuant to subsection 9(1);

"construction" means the act of building by combining or arranging parts or elements:

"Construction Code" means the applicable edition of the National Building Code of Canada, the National Energy Code of Canada for Buildings or the National Plumbing Code of Canada, declared in force pursuant to subsection 5(2), as the case may be;

"construction standards" means the construction standards described in Part 2;

"constructor" or "contractor" means a person who contracts with an owner or an owner's authorized agent to undertake a building construction project, and includes an owner who:

- (a) contracts with more than one person for the work on a building construction project; or
- (b) undertakes the work on a building construction project or any part of that project;

"court" means the Court of Queen's Bench;

"Crown" means the Crown in right of Saskatchewan;

"demolition" means the intentional destruction or removal of all or part of a building:

"design" means a plan or technical specification for the construction of a building or part of a building that satisfies the minimum requirements of the applicable Construction Code;

**"engineer"** means a professional engineer as defined in *The Engineering* and *Geoscience Professions Act* whose registration is not under suspension and includes the holder of a certificate of authorization granted pursuant to section 22 of that Act;

"erection" means the installation of a building or a part of a building;

"farm building" means, subject to the regulations, a building that:

- (a) does not contain a residential occupancy;
- (b) is located on land used for an agricultural operation as defined in  $The\ Agricultural\ Operations\ Act;$  and

- (c) is used for the following purposes:
  - (i) the housing of livestock;
  - (ii) the production, storage or processing of primary agricultural and horticultural crops or feeds;
  - (iii) the housing, storage or maintenance of equipment or machinery associated with an agricultural operation;
  - (iv) any other prescribed purpose;

"former Act" means *The Uniform Building and Accessibility Standards Act* as that Act existed before the coming into force of this Act;

"imminent danger" means a risk of fire, emergency or other risk that, in the opinion of a building official on reasonable grounds, threatens persons, property or the environment and requires an immediate response to eliminate or mitigate that risk;

"land surveyor" means a person who is registered pursuant to *The Land Surveyors and Professional Surveyors Act* and whose registration is not under suspension;

"local authority" means the following:

- (a) a municipality or a council of a municipality;
- (b) a regional park authority within the meaning of *The Regional Parks Act*, 2013;
- (c) with respect to park land within the meaning of *The Parks Act*, the minister responsible for the administration of that Act;
- (d) any other prescribed authority or body;

"minister" means the member of the Executive Council to whom for the time being the administration of this Act is assigned;

"ministry" means the ministry over which the minister presides;

## "municipal official" means:

- (a) the clerk or administrator, as the case may be, of a municipality; or
- (b) the secretary-treasurer of a regional park authority;

"occupancy" means the use or intended use of all or part of a building for the shelter or support of persons, animals or property;

## "owner" means:

(a) any person who has any right, title, estate or interest in land, improvements or premises other than that of a mere occupant, tenant or mortgagee;

- (b) any person, firm or corporation that controls the property under consideration; or
- (c) if the building is owned separately from the land on which the building is located, the owner of the building;

"permit" means written authorization issued by a local authority or its appointed building official;

"placement" means the positioning or placing of a building or part of a building:

"prescribed" means prescribed in the regulations;

## "qualified person" means a person:

- (a) who:
  - (i) possesses a degree, certificate or professional designation recognized by the minister; or
  - (ii) demonstrates to the minister, by knowledge, training and experience, the ability to deal with problems related to the subject-matter, the work or the project; and
- (b) who meets any other prescribed qualifications;

"relocation" means to move a building or part of a building to a new location within the same site;

"removal" means to take off or away from the site;

"renovation" means a renewal of a building or a part of a building;

"repair" means to restore to good condition by replacing or fixing parts of a building;

"unsafe condition" means a condition that could cause undue hazard to the health, safety or welfare of any person who is authorized or expected to be or could reasonably be foreseen to be on or about the premises;

"use" means use in the context of the function of a building or a part of a building.

## Purpose of Act

**3**(1) The purpose of this Act is to provide the legal framework to ensure the safe design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of buildings in Saskatchewan.

- (2) Having regard to the purpose mentioned in subsection (1), this Act recognizes that:
  - (a) it is the duty of every local authority to, at all times, be responsible for the administration and enforcement of this Act, the regulations and any associated codes, standards, interpretations and orders within the local authority unless otherwise is provided for by this Act;
  - (b) it is the duty of every owner of a building in Saskatchewan to ensure that the building is in accordance with the construction standards set out in this Act, the regulations, any associated codes, standards, interpretations and orders and any bylaws adopted by the local authority with which the building is associated: and
  - (c) the Government of Saskatchewan retains authority over the management of this Act, and the delegation of powers granted and the duties imposed pursuant to this Act to ensure it fulfils its purpose.

#### **Act binds Crown**

4 The Crown is bound by this Act.

## PART 2 Construction Standards

#### Construction standards prescribed

- **5**(1) The Lieutenant Governor in Council may make regulations:
  - (a) prescribing classes of buildings;
  - (b) prescribing construction standards requiring the combination of various elements of the built environment to allow entrance to, egress from, and use of buildings or any class of buildings by people with disabilities;
  - (c) prescribing standards for any materials, equipment, protection devices or appliances used or installed in the design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of any building;
  - (d) prescribing standards for any materials, equipment, protection devices or appliances that are to be used or installed in a building or class of buildings;
  - (e) governing standards for the use or installation of any materials, equipment, protection devices or appliances in a building or class of buildings;
  - (f) prohibiting the use or installation of any materials, equipment, protection devices or appliances in a building or class of buildings;
  - (g) classifying buildings according to their use or occupancy;
  - (h) governing standards for methods used in the construction, occupancy or demolition of any building or any class of buildings with respect to public safety;
  - (i) governing the construction standards that are to be met with respect to any building or class of building;

- (j) governing standards for the use of the property on which a building is located during the period that the design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of the building is taking place;
- (k) governing standards for any other matter in connection with the design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of a building;
- (l) prescribing and governing the duties of owners and their agents, contractors, employees, successors and assigns and the registered owners of lands on which buildings are situated in relation to the design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of buildings;
- (m) prescribing and governing duties to be carried out by local authorities in fulfilling their responsibilities pursuant to section 16;
- (n) prescribing any fee, deposit or bond to be paid or provided pursuant to this Act, including governing the refund or part of a refund of any fee, deposit or bond paid or provided pursuant to this Act;
- (o) governing the location, construction and operation of plumbing systems and the plumbing and water supply in buildings or any class of buildings and on premises or any class of premises;
- (p) requiring the installation of specified plumbing fixtures in buildings situated on lands abutting a municipal water main or sewer main requiring the connection of those fixtures to the water main or sewer main;
- (q) prescribing the minimum toilet accommodations and other plumbing fixtures required in buildings or any class of buildings and on premises or any class of premises;
- (r) for the purposes of clauses (a) to (k) and (n) to (q), authorizing the minister, subject to any terms, conditions or limitations that the Lieutenant Governor in Counsel considers appropriate, to establish any additional classes, prohibitions, classifications, fees, standards or requirements, as the case may be;
- (s) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the provisions and purpose of this Part.
- (2) For the purposes of subsection (1), the Lieutenant Governor in Council may make regulations:
  - (a) declaring that all or part of any prescribed edition of the National Building Code of Canada, the National Energy Code of Canada for Buildings or the National Plumbing Code of Canada, as amended from time to time or otherwise, is in force;

- (b) declaring that all or part of any other code or standard respecting materials, equipment or appliances used or installed in the construction, occupancy or demolition of a building, as amended from time to time or otherwise, is in force:
- (c) amending, repealing or replacing any provision of a code declared to be in force pursuant to clause (a) or (b).
- (3) The minister shall cause any classes, prohibitions, classifications, fees, standards or requirements established for the purposes of clause (1)(r) to be made public in any manner that the minister considers appropriate, including by publishing them on the ministry's website.

#### Application of construction standards

- **6**(1) Subject to subsections (2) and (3), the owner of each building in Saskatchewan shall ensure that the building is designed, constructed, erected, added to, placed, altered, repaired, renovated, demolished, relocated, removed, used or occupied in accordance with the construction standards.
- (2) The construction standards do not apply to:
  - (a) a building on which construction was commenced or completed before June 6, 1988, but the construction standards do apply to an alteration, addition, repair, renovation, demolition, relocation, removal or change of use or occupancy of that building;
  - (b) a building on which construction was not commenced but for which a building permit was issued before June 6, 1988 pursuant to a bylaw of the appropriate local authority, but the construction standards do apply to an alteration, addition, repair, renovation, demolition, relocation, removal or change of use or occupancy of that building;
  - (c) a farm building;
  - (d) any building or class of buildings or to any materials, equipment, protection devices or appliances or class of materials, equipment, protection devices or appliances that are exempted in the regulations from the application of this Part or all or part of any construction standard.
- (3) Notwithstanding clause (2)(c), but subject to sections 17 and 47, if a local authority passes a bylaw declaring that the construction standards apply to farm buildings in the municipality, the construction standards apply to the farm buildings described in the bylaw.
- (4) Subject to section 17, a local authority may pass bylaws setting out construction standards in addition to the construction standards mentioned in section 5 if the local authority considers the bylaws necessary for the health, safety or welfare of persons.

#### Notice to local authority

- **7**(1) The owner of a building to be constructed shall ensure that the appropriate local authority is notified of:
  - (a) when excavation is to be commenced;
  - (b) when the foundation is to be placed;
  - (c) when a superstructure is to be placed on the foundation;
  - (d) any other event at the time required by the permit under which work has been undertaken; and
  - (e) any other prescribed event at the prescribed time.
- (2) Before commencing work at a building site, the owner shall give notice to the appropriate local authority of:
  - (a) the date on which the owner intends to commence the work; and
  - (b) subject to subsection (8), the name, address and telephone number of:
    - (i) the constructor or other person in charge of the work;
    - (ii) the designer of the work;
    - (iii) the person or firm that is to review the work to determine whether or not the construction conforms to the design; and
    - (iv) any inspection or testing agency that is engaged to monitor the work.
- (3) During the course of construction, the owner shall give notice to the appropriate local authority of:
  - (a) subject to subsection (8), any change in, or termination of, the employment of a person or firm mentioned in clause (2)(b);
  - (b) the owner's intent to do any work that has been ordered by a building official or local authority to be inspected during construction;
  - (c) the owner's intent to enclose work that has been ordered by a building official or local authority to be inspected before enclosure;
  - (d) subject to subsection (8), any proposed deviation from the plans approved and permitted by the local authority;
  - (e) subject to subsection (8), any construction undertaken that deviates from the plans approved and permitted by the local authority; and
  - (f) the completion of work.
- (4) Subject to subsection (8), the owner of a building under construction shall give notice to the appropriate local authority of:
  - (a) any change in ownership or change in address of the owner that occurs before the issuance of an occupancy permit as soon as the change occurs; and
  - (b) the owner's intention to occupy a portion of the building if the building is to be occupied in stages.

- c9
- (5) The owner of a building or the owner's agents, contractors, employees, successors or assigns or the registered owner of the land on which the building is situated shall submit a written report to the appropriate local authority of the occurrence of the following that causes or has the potential to cause serious injury or loss of life:
  - (a) structural failure of the building or part of the building;
  - (b) failure of any equipment, device or appliance that is regulated by this Act or the regulations.
- (6) A report submitted pursuant to subsection (5) must:
  - (a) contain:
    - (i) the name and address of the owner:
    - (ii) the address or location of the building involved in the failure;
    - (iii) the name and address of the constructor of the building; and
    - (iv) the nature of the failure; and
  - (b) be submitted to the appropriate local authority within 15 days after the occurrence of the failure mentioned in clause (5)(a) or (b).
- (7) On receipt of the report pursuant to subsection (5), the local authority may require an owner to do the following:
  - (a) provide any other information that the building official or appropriate local authority may consider necessary;
  - (b) complete any additional work that is necessary to ensure compliance with the applicable Construction Code.
- (8) Notice given pursuant to clause (2)(b), (3)(a), (3)(d), (3)(e) or subsection (4) is to be in writing.

#### **Ministerial interpretations**

- 8(1) The minister may issue a written interpretation of any provision of a Construction Code or any standard mentioned in section 5 and, subject to the regulations, the minister's interpretation is binding, until rescinded in writing, on:
  - (a) any local authority subject to this Act;
  - (b) any person carrying out any duties authorized by this Act; and
  - (c) any person who is subject to this Act.
- (2) The minister shall cause all written interpretations issued pursuant to this section to be made public in any manner that the minister considers appropriate, including by publishing them on the ministry's website.
- (3) If there is any conflict between a written interpretation issued by the minister pursuant to subsection (1) and an interpretation order made by the appeal board pursuant to section 32, the written interpretation issued by the minister prevails.

- (4) The minister may establish a Construction Code advisory council to:
  - (a) assist in the development and revision of any matter related to the interpretation or required application of any Construction Code;
  - (b) make recommendations respecting any matter related to the interpretation or required application of any Construction Code; and
  - (c) make recommendations on any other matter the minister considers necessary related to Construction Codes.
- (5) A Construction Code advisory council established pursuant to subsection (4) must include:
  - (a) the chief codes administrator;
  - (b) at least one representative of building officials;
  - (c) at least one representative of a municipal association;
  - (d) at least one representative of the construction industry;
  - (e) at least one representative who is either an architect or a professional engineer; and
  - (f) any other qualified person or persons considered necessary by the minister.
- (6) The chief codes administrator is to be the chairperson of a Construction Code advisory council established pursuant to subsection (4).
- (7) Any members of a Construction Code advisory committee established pursuant to subsection (4) who are not employed by a ministry or agency of the Government of Saskatchewan or a Crown corporation are entitled to remuneration for their services as members and for any expenses they incur while acting as members in accordance with rates fixed by the minister.
- (8) The Lieutenant Governor in Council may make regulations prescribing any matter the Lieutenant Governor in Council considers necessary to carry out any of the matters mentioned in this section.

## PART 3 Chief Codes Administrator

#### Chief codes administrator

- **9**(1) The minister may appoint a chief codes administrator to carry out the duties and exercise the powers of the chief codes administrator pursuant to this Act.
- (2) The chief codes administrator must be appointed in accordance with *The Public Service Act*, 1998.
- (3) The chief codes administrator may advise and provide recommendations and assistance to local authorities or any other persons respecting the following:
  - (a) the promotion of compliance with Construction Codes;
  - (b) the establishment, administration and effectiveness of building bylaws;

- (c) the passing of bylaws and the enforcement of bylaws and agreements by a local authority concerning building official services, Construction Codes, and the administration and enforcement of this Act;
- (d) the establishment of a building official services agreement or an interjurisdictional area to plan, organize and deliver building official services;
- (e) the recruitment and appointment of building officials;
- (f) the standards for building official services or similar services provided by building officials;
- (g) any other matter that the minister may direct.

#### **Building official licences**

- **10**(1) The chief codes administrator may issue a building official licence to a qualified person who:
  - (a) demonstrates in the prescribed manner that the person is qualified to perform the duties of a building official; and
  - (b) pays the prescribed fee.
- (2) A licence pursuant to subsection (1):
  - (a) may be issued for a limited period; and
  - (b) may contain any terms, conditions and restrictions on the duties that may be performed by the licensee that the chief codes administrator considers appropriate.

#### Administrative penalties

- **11**(1) The chief codes administrator may assess a penalty against a person for contraventions of this Act or the regulations or for failure to comply with an order made pursuant to this Act if the chief codes administrator:
  - (a) is requested by a local authority to assess a penalty; or
  - (b) considers the penalty necessary.
- (2) The penalty may consist of:
  - (a) an amount not exceeding \$5,000;
  - (b) in the case of a continuous contravention, an amount not exceeding \$1,000 for each day or part of a day the contravention continues; or
  - (c) a combination of clauses (a) and (b).
- (3) Before assessing a penalty, the chief codes administrator shall provide notice to the person:
  - (a) setting out the facts and circumstances that, in the chief codes administrator's opinion, render the person liable to a penalty;
  - (b) specifying the amount of the penalty that the chief codes administrator considers appropriate in the circumstances; and
  - (c) informing the person of the person's right to make representations to the chief codes administrator.

- (4) No penalty is to be assessed by the chief codes administrator more than 3 years after the act or omission that renders the person liable to a penalty first came to the knowledge of the chief codes administrator.
- (5) A person to whom notice is sent pursuant to subsection (3) may make representations to the chief codes administrator respecting whether a penalty should be assessed and the amount of any penalty.
- (6) Representations pursuant to subsection (5) must be made within 30 days after the person received the notice.
- (7) After considering any representations or after the 30-day period mentioned in subsection (6) has elapsed, the chief codes administrator may:
  - (a) assess a penalty in the amount set out in the notice and set a date by which the penalty is to be paid in full;
  - (b) assess a revised penalty and set a date by which the penalty is to be paid in full; or
  - (c) determine that no penalty should be assessed.
- (8) The chief codes administrator shall serve a copy of the decision pursuant to subsection (7), with reasons, on the person who made the representations.
- (9) The chief codes administrator may assess a penalty pursuant to this section notwithstanding that the facts and circumstances giving rise to the penalty arose due to the actions of an employee, helper, contractor or agent of the person required to pay the penalty.
- (10) If a corporation commits a contravention mentioned in subsection (1), the chief codes administrator may, in accordance with this section, assess a penalty against an officer, director or other person of the corporation who authorized, permitted or acquiesced in the contravention, even though the corporation is liable for or pays an administrative penalty.

## Enforcement of administrative penalty

- **12**(1) The chief codes administrator may file in the court a certificate signed by the chief codes administrator certifying:
  - (a) the amount of the penalty assessed pursuant to subsection 11(7); and
  - (b) the person from whom the penalty is to be recovered.
- (2) A certificate filed pursuant to this section has the same force and effect as if it were a judgment obtained in the court for the recovery of a debt in the amount set out in the certificate, together with reasonable costs and charges with respect to its filing.

#### Appeal to court re administrative penalty

**13**(1) Any person aggrieved by a decision of the chief codes administrator assessing a penalty against that person pursuant to section 11 may appeal that decision on a question of law to a judge of the court within 30 days after the date of service of the chief codes administrator's decision.

- (2) The record of an appeal pursuant to subsection (1) must consist of:
  - (a) the chief codes administrator's decision;
  - (b) any written representations made to the chief codes administrator by the person named in the decision;
  - (c) the notice of motion commencing the appeal;
  - (d) any other prescribed documents or material; and
  - (e) any other material that the court may require.
- (3) On hearing an appeal pursuant to this section, the judge of the court may issue an order:
  - (a) confirming the penalty;
  - (b) amending the amount of the penalty; or
  - (c) quashing the chief codes administrator's decision to assess a penalty.

#### Discipline orders

- **14**(1) The chief codes administrator may issue a discipline order pursuant to this section against any person who:
  - (a) is in contravention of this Act and its regulations;
  - (b) fails to comply with an order pursuant to section 25 or 31; or
  - (c) fails to comply with a term or condition of a permit or licence.
- (2) A discipline order mentioned in subsection (1) must:
  - (a) be in writing and in the form approved by the minister;
  - (b) contain a description of the action to be undertaken by the person;
  - (c) cite the contravened provision of this Act or of the regulations;
  - (d) subject to subsection (4), require the person to undertake the action within a period specified in the order that is not less than 30 days from the time the person receives the order; and
  - (e) be served on the person to whom the order is directed as soon as is practicable after it is issued.
- (3) The discipline order may consist of any sanction the chief codes administrator considers necessary, including the following:
  - (a) that specified training or education by the person who is subject to the discipline order be completed within a specified period;
  - (b) that any other action by the person who is subject to the discipline order be taken, modified or stopped if necessary to prevent, avoid or reduce risk of personal injury or damage to property;
  - (c) that reports by the person who is subject to the discipline order on any of the actions listed in the discipline order be made to the chief codes administrator.

(4) For the purposes of clause (2)(d), if the action requires ongoing reporting to the chief codes administrator, the discipline order must set a period of not more than one year within which the reporting of the action must be completed.

#### Appeal to chief codes administrator

- **15**(1) A person who is subject to an order pursuant to section 14 may, within 15 days after being served with the order, appeal the order to the chief codes administrator.
- (2) An appeal pursuant to this section must be made by filing the notice of appeal with the chief codes administrator.
- (3) The notice of appeal mentioned in subsection (1) must:
  - (a) be in writing; and
  - (b) set out the reasons for the appeal.
- (4) The chief codes administrator shall consider the appeal within 30 days after the notice of appeal is filed with the chief codes administrator and may confirm, modify or revoke the order being appealed.
- (5) The chief codes administrator shall cause a copy of the chief codes administrator's decision, with reasons, to be served on the appellant as soon as is practicable after the decision is made.
- (6) An appeal pursuant to this section does not operate as a stay of the decision being appealed unless the chief codes administrator, on an application by the appellant, decides otherwise.

# PART 4 Administration by Local Authorities

#### Administration by local authorities

- **16**(1) Subject to the other provisions of this section, each local authority shall administer and enforce the following:
  - (a) this Act;
  - (b) the regulations;
  - (c) any ministerial interpretations made pursuant to section 8;
  - (d) the orders of the local authority's appointed building official pursuant to section 25;
  - (e) the decisions and orders of the appeal board pursuant to sections 31 to 33.
- (2) A local authority may appoint any person who holds a building official licence as a building official.
- (3) The municipal official of a local authority shall issue a certificate of appointment bearing the municipal official's signature to every building official appointed by the local authority pursuant to subsection (2).

- (4) Within 60 days after the end of each fiscal year of a local authority, the municipal official of a local authority shall provide the chief codes administrator with the name and building official licence number of every building official:
  - (a) who is appointed;
  - (b) whose appointment is cancelled; or
  - (c) whose appointment is suspended by the local authority in the fiscal year.
- (5) A local authority may apply to the minister for the designation of one or more building officials to assist the local authority in performing its enforcement duties pursuant to subsection (1).
- (6) Subject to subsections (7) and (8), if the minister receives a request pursuant to subsection (5), the minister may designate one or more building officials to assist the local authority in performing its enforcement duties pursuant to subsection (1).
- (7) If the minister designates one or more building officials to assist a local authority to perform its enforcement duties pursuant to subsection (1), the local authority shall pay to the Crown the prescribed amounts for the assistance.
- (8) If the minister designates a building official to assist a local authority, the building official is deemed, for the purposes of this Act, to have been appointed by the local authority during the period the building official assists the local authority.
- (9) The amount due with respect to any work or service performed by a local authority or its appointed building official in administering and enforcing this Act is a debt due to the local authority and may be recovered from the owner of the land or premises in or on which the work or service was carried out.
- (10) If the costs and expenses mentioned in subsection (9) are not paid in the time specified by the local authority, the local authority may, if it has the authority to levy taxes, add the amount of the costs and expenses to the owner's property taxes.
- (11) Subject to section 17, a local authority has a general power to pass bylaws in relation to the administration and enforcement of this Act in the following matters:
  - (a) prohibiting the commencement by any person of construction, erection, placement, alteration, addition, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of any building unless that person is authorized to do so by a permit issued by the local authority;
  - (b) setting out the terms and conditions of a permit for work, including the following:
    - (i) the terms and conditions on which a permit may be granted or transferred;
    - (ii) the period for which a permit is valid;
    - (iii) the circumstances in which a permit may be revoked;
    - (iv) the fees to be charged for the issuing of a permit;
    - (v) the scope of work authorized by a permit;

- (vi) conditions the local authority considers necessary to protect public health and safety or property;
- (vii) buildings or portions of buildings to which the permit applies;
- (c) specifying the form and content of permits for the design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of a building;
- (d) setting out any additional fees to be charged for any work governed by this Act that began before a permit was issued;
- (e) subject to the regulations, requiring an applicant for a permit pursuant to this Act to provide a deposit or bond, fixing the amount of the deposit or bond and governing recourse to the deposit and any refund of the deposit;
- (f) subject to section 7, setting out at what stages of construction the local authority is to be notified;
- (g) providing for the issuance of a certificate of occupancy;
- (h) requiring that no building be occupied unless, before the occupancy, the owner has been issued a certificate of occupancy;
- (i) any other prescribed matter related to the administration and enforcement of this Act.

#### Adopting building bylaws

- 17(1) Subject to subsections (2) to (4), a local authority shall adopt a building bylaw that applies to the administration and enforcement of construction standards and shall file 2 certified true copies of any new bylaw, amending bylaw or repeal of any bylaw made pursuant to this Act with the minister within 60 days after its enactment in a manner acceptable to the minister.
- (2) Subsection (1) does not apply to a bylaw made by a local authority prescribed pursuant to clause 45(d) with respect to setting fees for plumbing permits.
- (3) A local authority is exempt from obtaining the minister's approval with respect to a bylaw setting fees.
- (4) No local authority shall adopt a building bylaw pursuant to any other Act that gives the local authority the power to make bylaws.
- (5) For the purposes of subsection (1), copies of the bylaws or the repeal of any bylaw are to be certified by the official of a local authority who is authorized to certify copies of bylaws pursuant to:
  - (a) the Act by which the local authority is established or continued; or
  - (b) any other Act that gives the local authority the power to make bylaws.
- (6) Within 60 days after the filing of a new bylaw, an amending bylaw or a repeal of any bylaw pursuant to subsection (1), the minister shall do one of the following:
  - (a) approve the bylaw or repeal of the bylaw, if the minister is of the opinion that the bylaw does not conflict with this Act or the regulations;

- (b) not approve the bylaw or repeal of the bylaw, if the minister is of the opinion that the bylaw conflicts with this Act or the regulations;
- (c) approve the bylaw in part, if the minister is of the opinion that a part of the bylaw conflicts with this Act or the regulations but that a part of the bylaw does not conflict with the Act or the regulations and is severable from the part of the bylaw that conflicts with the Act or the regulations;
- (d) approve the bylaw on the condition that the local authority enacts amendments to it that, in the opinion of the minister, do not materially affect the bylaw in principle or substance.
- (7) If the minister issues an approval or an approval in part pursuant to clause (6)(a) or (c), the bylaw, the repeal of the bylaw or the approved parts of the bylaw come into force on the date of approval.
- (8) If the minister issues a conditional approval pursuant to clause (6)(d):
  - (a) the bylaw comes into force on the date of approval except for the part that requires further amendment; and
  - (b) the local authority shall submit the amended bylaw to the minister for approval, and subsections (1) to (6) apply, with any necessary modification, to the amended bylaw.
- (9) If the minister does not issue an approval, an approval in part or a conditional approval of a bylaw or the repeal of a bylaw pursuant to subsection (6), the bylaw or the repeal of the bylaw is void.
- (10) If a bylaw that is approved pursuant to this section deals with the same subject-matter as a regulation made pursuant to section 18, the bylaw prevails.
- (11) Any building bylaw made pursuant to the former Act is deemed to be void 7 years after the date on which this Act comes into force unless the bylaw is readopted pursuant to this Act.
- (12) A bylaw that is passed pursuant to section 8 of *The Cities Act*, section 8 of *The Municipalities Act* or section 8 of *The Northern Municipalities Act*, 2010 and that conflicts with this Act or the regulations is void to the extent of the conflict.
- (13) The Lieutenant Governor in Council may make regulations prescribing any matter the Lieutenant Governor in Council considers necessary to carry out any of the matters mentioned in this section.

## Failure to adopt building bylaw

- 18(1) The Lieutenant Governor in Council may make regulations prescribing:
  - (a) a model building bylaw;
  - (b) the period within which a building bylaw must be adopted by the local authority, including prescribing different dates for different local authorities;
  - (c) the form of a building bylaw adopted pursuant to this section and the manner of its adoption, updating and being made publicly accessible;
  - (d) any other matter or thing that the Lieutenant Governor in Council considers necessary for the purposes of this section.

- (2) If a local authority fails to adopt a building bylaw in accordance with this Act and the regulations made pursuant to section 17, the prescribed model building bylaw is deemed to have been adopted by the local authority as the building bylaw pursuant to section 17 on the day after the date set by the regulations by which the building bylaw was required to be adopted by the local authority.
- (3) If a local authority repeals a building bylaw made in accordance with this Act and the regulations made pursuant to section 17 and fails to adopt a new building bylaw in accordance with this Act and the regulations at the same time, the prescribed model building bylaw is deemed to have been adopted by the local authority as the building bylaw pursuant to section 17 on the day of ministerial approval of the repeal.

#### Permits

- **19**(1) A permit issued in accordance with this Act does not authorize any person to construct, erect, add to, place, alter, repair, renovate, demolish, relocate, remove, use or occupy a building that does not comply with the provisions of any other Act or law.
- (2) No owner or owner's representative shall authorize commencement by any person of construction, erection, placement, alteration, addition, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of any building that requires a permit pursuant to clause 16(11)(a) unless that person is authorized by a permit to do so.
- (3) Notwithstanding subsection (2), if an owner reasonably believes there are unsafe conditions or imminent danger to a person or property because of any thing, process or activity governed by this Act, the owner may, without a permit, start an undertaking to remedy or relieve the unsafe conditions or imminent danger for which a permit is required, but the owner shall apply for a permit as soon as is practicable.

## Interest on title

- **20**(1) Subject to subsections (2) to (4), a building official may direct the local authority to cause an interest based on an order made pursuant to section 25, 31 or 39 to be registered in the Land Titles Registry against the title to the land that is the subject of the order.
- (2) No local authority shall register an interest for construction done under a permit issued for a building more than 2 years after the earlier of:
  - (a) the date the order pursuant to section 25, 31 or 39 was made; and
  - (b) the date on which the construction of the building was completed.
- (3) A local authority may register an interest for construction done to a building to which construction standards apply and for which no permit was issued but only if the building official reasonably believes the construction began after the local authority adopted a bylaw that required a permit for that construction.
- (4) No local authority shall register an interest within 60 days after the date on which the order pursuant to section 25, 31 or 39 is received by the owner.

- (5) If an interest is registered pursuant to subsection (1), the interest runs with the land and is binding on the owner and any subsequent owner.
- (6) The local authority shall cause an interest that is registered pursuant to subsection (1) to be discharged when:
  - (a) the order pursuant to section 25, 31 or 39 has been complied with; or
  - (b) the local authority has performed the actions mentioned in the order and has recovered the cost of performing those actions from the person against whom the order was made.
- (7) The registering of an interest pursuant to subsection (1) does not prevent a building official or a local authority from taking any actions necessary for the purposes of ensuring compliance with the provisions of this Act, the regulations or the terms and conditions of a permit.

#### **Public documents**

21 All building permit applications, inspection reports by building officials and orders written by building officials pursuant to section 25 are a record, as defined by *The Local Authority Freedom of Information and Protection of Privacy Act*, and are subject to the requirements of that Act.

#### Regional cooperation

- **22**(1) Two or more local authorities may enter into an interjurisdictional building agreement that provides for:
  - (a) a joint building bylaw for the administration and enforcement of this Act;
  - (b) mechanisms for resolving disputes between local authorities;
  - (c) the services that are covered by the agreement;
  - (d) the ability for building officials to be appointed by each local authority;
  - (e) a process and procedure for:
    - (i) amending the agreement; and
    - (ii) terminating the agreement; and
  - (f) any other matters related to the administration and enforcement of construction standards that the local authorities consider necessary.
- (2) Within 60 days after an interjurisdictional building agreement is entered into, the local authorities that are parties to the agreement shall file with the minister:
  - (a) a certified copy of the interjurisdictional building agreement; and
  - (b) a certified copy of the bylaws of each local authority adopted pursuant to the interjurisdictional building agreement.
- (3) Within 60 days after an interjurisdictional building agreement is amended or terminated, the local authorities that are parties to the agreement shall notify the minister of their intention to amend or terminate the interjurisdictional building agreement.

## PART 5 BUILDING OFFICIALS

#### **Building officials**

- **23**(1) Building officials and any other employees that are required for the purposes of this Act may be appointed in accordance with *The Public Service Act*, 1998.
- (2) The minister may enter into agreements with any person, firm or corporation for the provision by the person, firm or corporation of inspection or other services pursuant to this Act.
- (3) Any person who is authorized by the minister in an agreement entered into pursuant to subsection (2) to provide inspection services is deemed, for the purposes of this Act, to have been appointed a building official pursuant to subsection (1).
- (4) No person who does not hold a building official licence issued by the chief codes administrator shall provide building official services.

#### Powers of building officials

- **24**(1) Notwithstanding any other Act, for the purpose of ensuring compliance with the provisions of this Act or the regulations or the conditions of a permit, a building official may:
  - (a) at any reasonable hour, enter land or a building;
  - (b) be accompanied into a building by a person having special or expert knowledge on any matter to which this Act or the regulations relate;
  - (c) order the production of a register, certificate, plan or other document relating in any manner to the design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of a building and may examine and make copies of the document;
  - (d) inspect and take samples of any material, equipment or appliance being used in the design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of a building;
  - (e) issue an order pursuant to this Act;
  - (f) direct a local authority to register an interest on title pursuant to section 20; and
  - (g) exercise any other power or undertake any action as prescribed.
- (2) If a person refuses to allow a building official to exercise, or interferes or attempts to interfere with a building official in the exercise of, a power described in subsection (1), the minister or the local authority that appointed the building official may apply to a judge of the court for an order restraining that person from preventing or interfering in any manner with the building official in the exercise of the building official's powers.

- (3) Notwithstanding subsection (1), on an application without notice, a justice of the peace or judge of the provincial court may issue a warrant if the justice of the peace or judge of the provincial court is satisfied by information given on oath or affirmation that the building official believes on reasonable grounds that there is a contravention of this Act, the regulations, an order made pursuant to this Act or a bylaw passed pursuant to this Act.
- (4) A warrant issued pursuant to this section authorizes the person named in the warrant to enter the place named in the warrant and any land or premises connected with that place to:
  - (a) examine the land, building or any connected premises;
  - (b) carry out the activities described in subsection (1); and
  - (c) search for, seize and take possession of any records or things necessary for the administration and enforcement of this Act.
- (5) Notwithstanding any other provision of this Act, if a building official is satisfied that a building, whether commenced or completed before or after the coming into force of this Act, is in a condition that constitutes an imminent risk or danger to the safety of occupants or the public, a building official or a person appointed by the appropriate local authority may enter the land or the building and do, or cause to be done, any acts that the building official or appropriate local authority considers necessary to eliminate the risk or danger, and subsections 26(3) and (4) apply, with any necessary modification, to the expenses incurred in eliminating a danger pursuant to this section.
- (6) A building official may request the assistance of a peace officer to assist in carrying out any action authorized by this section.

#### **Building official orders**

- 25(1) A building official who is satisfied that the construction standards or the terms and conditions of a building permit are being contravened may, by notice in writing specifying the nature of the incorrect application or contravention, order the owner of the building or the owner's agents, contractors, employees, successors or assigns or the registered owner of the land on which the building is situated, within the period set out in the notice, to:
  - (a) comply with the general or specific conditions set out in the notice;
  - (b) take any measures set out in the notice;
  - (c) follow the methods of design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use or occupancy or change of occupancy set out in the notice;
  - (d) use or stop using the materials, equipment, protection, devices or appliances described in the notice;
  - (e) stop the design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of a building in whole or in part as directed by the notice until any conditions set out in the notice are, in the building official's opinion, fulfilled; or
  - (f) do any combination of the things described in clauses (a) to (e).

- (2) A building official may, by notice in writing, order the owner of a building, or the owner's agents, contractors, employees, successors or assigns or the registered owner of the land on which the building is or is to be situated, within the period set out in the notice, to:
  - (a) satisfy the building official that the foundation conditions or any materials, equipment, devices, construction methods or structural assemblies used or to be used meet the requirements of the construction standards by the following means at the expense of the owner:
    - (i) having tests made;
    - (ii) providing a letter written by an architect or engineer certifying that the building meets the requirements of the construction standards;
    - (iii) providing other evidence;
  - (b) submit a plan or plans prepared by a land surveyor, engineer or architect, as is appropriate to the work, containing sufficient information regarding the site and location of the building to establish before construction begins that all requirements of the construction standards relating to or dependent on the site, location and ground levels will be met if the building is constructed in accordance with the plan or plans;
  - (c) verify, after completion of construction, that the requirements mentioned in clause (a) have been met; or
  - (d) do all or any combination of the actions described in clauses (a) to (c).
- (3) A building official may, by notice in writing, order the owner of a building or the owner's agents, contractors, employees, successors or assigns, within the period set out in the notice, to uncover:
  - (a) any work that has progressed beyond a stage of construction mentioned in subsection 7(1) or in a bylaw pursuant to clause 16(11)(f) if:
    - (i) notice of that stage of construction was not given as required pursuant to this Act or a bylaw;
    - (ii) notice of that stage of construction was given as required pursuant to this Act or bylaw, but construction progressed without the building official having a reasonable opportunity to conduct an inspection of the work; or
  - (b) any work that was enclosed contrary to a written order of a building official.
- (4) For the purposes of subsection (3), the owner of the building is responsible for paying any costs associated with uncovering and replacing the work.
- (5) Notwithstanding any other provision of this Act, a building official who is satisfied that a building, whether commenced or completed before or after the coming into force of this Act, is in an unsafe condition may, by notice in writing, order the owner of the building or the owner's agents, contractors, employees, successors or assigns or the registered owner of the land on which the building is situated, within the period set out in the notice, to take any steps set out in the notice that the building official considers necessary to eliminate the unsafe condition.

#### **Execution of orders**

- **26**(1) If a person does not comply with an order made pursuant to section 25, 31 or 39 within the time specified in the order, a building official or a person appointed by the appropriate local authority may enter the land or the building and do, or cause to be done, any acts that the building official or the local authority considers necessary to carry out the order.
- (2) The minister or the chief codes administrator may take any action authorized by subsection (1) or subsection 25(5) on behalf of a local authority if:
  - (a) it is requested by a local authority or considered necessary by the minister; and
  - (b) the minister considers that inaction by the local authority will result in a danger to public safety.
- (3) The minister may certify to the municipal official of the appropriate local authority within which a building is situated the amount of any expenses incurred in carrying out an order pursuant to subsection (2), and the local authority shall immediately pay to the Crown the amount of those expenses.
- (4) Any money paid or expended by a local authority pursuant to this section is a debt due and owing by the owner and may be added to the tax payable on the property and collected in the same manner as taxes on the property.

# PART 6 Saskatchewan Construction Standards Appeal Board

## Saskatchewan Construction Standards Appeal Board

- **27**(1) The Saskatchewan Building and Accessibility Standards Appeal Board is continued as the Saskatchewan Construction Standards Appeal Board.
- (2) The appeal board is to consist of not more than 10 persons who are residents of Saskatchewan and are appointed by the Lieutenant Governor in Council.
- (3) The Lieutenant Governor in Council may appoint any person to the appeal board who possesses the prescribed qualifications.
- (4) Each member of the appeal board:
  - (a) holds office for a term not exceeding 4 years that is specified in the appointment and until a successor is appointed; and
  - (b) is eligible for reappointment, but is not eligible to hold office for more than two consecutive terms.
- (5) Subject to subsection 29(2), the appeal board shall:
  - (a) hear and determine appeals made pursuant to section 31, 32 or 33;
  - (b) advise the minister on matters concerning the administration of this Act and the regulations; and
  - (c) perform any other duties that the minister may direct.

- (6) The Lieutenant Governor in Council shall designate on appointment a chairperson and vice-chairperson of the appeal board.
- (7) The chairperson, or in the chairperson's absence the vice-chairperson, shall preside at the meetings of the appeal board, or if both the chairperson and vice-chairperson are absent, the chairperson shall designate a member of the appeal board to preside at the meetings of the appeal board.
- (8) The chairperson, vice-chairperson or member presiding at a meeting of the appeal board has a casting vote in the event of a tie vote with respect to any issue or question to be determined by the appeal board.

#### Quorum

- **28**(1) Three members of the appeal board constitute a quorum.
- (2) Subject to the requirement of a quorum, a vacancy in the membership of the appeal board does not impair the power of the remaining members to act.

## Procedures re the hearing of appeals

- **29**(1) Subject to the regulations, the appeal board may establish rules of procedure respecting the hearing of appeals before it and has the powers conferred on a commission by sections 11, 15, 16 and 25 of *The Public Inquiries Act*, 2013.
- (2) No appeal will be heard by the appeal board if the chief codes administrator determines the matter in the application:
  - (a) is outside of the scope of the appeal board's mandate or area of responsibility;
  - (b) would be considered as an alternative solution within the meaning of a Construction Code:
  - (c) concerns an order that has already been heard as an appeal pursuant to section 31; or
  - (d) for any other reason the chief codes administrator considers the application ineligible.
- (3) All decisions of the appeal board:
  - (a) may be subject to any conditions that the appeal board considers necessary;
  - (b) shall be in writing; and
  - (c) shall be served on the owner at the owner's last known address.
- (4) After an order or decision of the appeal board has been issued pursuant to sections 31 to 33, the appeal board may rescind or vary the order or decision if, based on new information submitted to it after the issuance of its order or decision, the appeal board believes on reasonable grounds that:
  - (a) the application or any information submitted to the appeal board with respect to the application contained false or misleading information; or
  - (b) the order or decision of the appeal board would result in a loss of public safety or in non-compliance with this Act.

#### Remuneration and reimbursement

**30** The Lieutenant Governor in Council shall fix the remuneration and rate of reimbursement for expenses of members of the appeal board.

## Appeals re building official orders

- **31**(1) An owner or an owner's representative may appeal an order made pursuant to section 25 within 15 days after service of the order on the owner or constructor by:
  - (a) filing a written notice of the appeal with the chief codes administrator; and
  - (b) placing a prescribed deposit with the chief codes administrator.
- (2) Within 15 days after all of the things described in clauses (1)(a) and (b) have been done, the chief codes administrator shall:
  - (a) inform the appellant of all substantiating information considered necessary to be submitted to continue the appellant's appeal;
  - (b) inform the appellant of the date by which all information required in clause (a) must be submitted; and
  - (c) inform the appropriate local authority of the appeal.
- (3) Subject to subsection (4), if an appellant does not provide the information required by the date indicated in clause (2)(b) or does not provide a reason acceptable to the chief codes administrator why the information was not provided by that date, the appellant's appeal is considered abandoned and any order made pursuant to section 25 remains in force.
- (4) If the chief codes administrator is satisfied with the appellant's reason for not providing the information by the date indicated, the chief codes administrator may set a new date by which the information is to be provided.
- (5) Within 60 days after the date set in clause (2)(b) or subsection (4), the appeal board shall conduct a hearing, consider the matter and render its decision.
- (6) On an appeal of an order made pursuant to subsection 25(1) or (2), the appeal board shall make an order:
  - (a) confirming the order being appealed if the appeal board is satisfied that compliance with the order would result in compliance with the construction standards; or
  - (b) revoking or varying all or any part of the order being appealed if the appeal board is satisfied that:
    - (i) compliance with the order would not result in compliance with the construction standards; or
    - (ii) a proposal submitted by the owner will result in conditions that are equal to or better than those that are required or intended by the construction standards.
- (7) On an appeal of an order made pursuant to subsection 25(3), the appeal board shall make an order:
  - (a) confirming the order being appealed if the appeal board is satisfied that the building official's order was reasonable in the circumstances;

- (b) revoking the order being appealed if the appeal board is satisfied that the order was not necessary to bring about compliance with the construction standards; or
- (c) varying the order being appealed if, in the opinion of the appeal board, sufficient cause is established.
- (8) On an appeal of an order made pursuant to subsection 25(5), the appeal board shall make an order:
  - (a) confirming the order being appealed if the appeal board is satisfied that an unsafe condition exists and that the steps set out in the order are necessary to eliminate the unsafe condition;
  - (b) revoking the order being appealed if the appeal board is satisfied that:
    - (i) an unsafe condition does not exist; or
    - (ii) the steps set out in the order are not necessary to eliminate the unsafe condition; or
  - (c) varying the order being appealed if, in the opinion of the appeal board, sufficient cause is established.
- (9) An appeal pursuant to this section does not operate as a stay of the order or decision being appealed unless the appeal board, on an application by the appellant, decides otherwise.

#### Application re interpretation order

- **32**(1) Before a permit is issued by the appropriate local authority, an owner, a local authority, a building official or a constructor may apply to the appeal board for an order to determine an interpretation of any provision of a Construction Code by:
  - (a) filing written notice of the application with the chief codes administrator;
  - (b) placing a prescribed deposit with the chief codes administrator; and
  - (c) submitting to the chief codes administrator all substantiating information considered necessary by the chief codes administrator.
- (2) Subject to subsections (3) and (4), within 90 days after all things described in clauses (1)(a) to (c) have been done, the appeal board shall consider the matter and render its decision.
- (3) The appeal board is not required to hold a public hearing on the matter if the appeal board believes it has sufficient information to make a decision.
- (4) In the case of an application by an owner or constructor, the local authority must be provided an opportunity to provide a response to the owner or constructor's application before the appeal board renders its decision.
- (5) The appeal board may grant an order determining how any requirement of a Construction Code is to be applied or interpreted as it pertains to the building specified in the application made in subsection (1).
- (6) An order made pursuant to subsection (5) does not apply to any permit that is applied for more than 6 months after the appeal board's written decision is dated or for any building that was not listed as part of the application made in clause (1)(a) or after the coming into force of a new edition of a Construction Code.

- (7) An order made pursuant to subsection (5) may be rescinded or varied by the appeal board if:
  - (a) a permit has not been issued by the appropriate local authority; and
  - (b) the appeal board believes on reasonable grounds that the order would result in a loss of public safety or in non-compliance with this Act.
- (8) An order made pursuant to subsection (5) is not binding on any decision made by the appeal board at a later date or any subsequent appeal.

#### Application re exemption order

- **33**(1) Before a permit is issued by the appropriate local authority, an owner of a building or proposed building may apply to the appeal board for an order exempting the owner from compliance with all or part of the construction standards mentioned in clause 5(1)(b) by:
  - (a) filing a written notice of the application with the chief codes administrator;
  - (b) placing a prescribed deposit with the chief codes administrator; and
  - (c) submitting to the chief codes administrator all substantiating information considered necessary by the chief codes administrator.
- (2) Subject to subsection (3), within 90 days after all of the things described in clauses (1)(a) to (c) have been done, the appeal board shall consider the matter and render its decision.
- (3) The appeal board is not required to hold a public hearing on the matter if the appeal board believes it has sufficient information to make a decision.
- (4) The appeal board may grant an order exempting the owner of a building or proposed building from compliance with all or any part of the construction standards mentioned in clause 5(1)(b) to the extent and on the conditions that the appeal board considers necessary if the appeal board is satisfied that the exemption will not result in unsafe conditions and that:
  - (a) compliance with the construction standards mentioned in clause 5(1)(b), in the opinion of the appeal board:
    - (i) is impractical;
    - (ii) is inappropriate; or
    - (iii) would, as the owner has been able to demonstrate, result in undue hardship; or
  - (b) a proposal submitted by the owner will provide accessibility for people with disabilities that is equal to or better than that required or intended by the construction standards mentioned in clause 5(1)(b) when considering the building as a whole.
- (5) An order made pursuant to subsection (4) does not apply to any permit that is applied for more than 6 months after the appeal board's written decision is dated or for any building that was not listed as part of the application made in clause (1)(a) or after the coming into force of a new edition of a Construction Code.

- (6) An order made pursuant to subsection (4) may be rescinded or varied by the appeal board if:
  - (a) a permit has not been issued by the appropriate local authority; and
  - (b) the appeal board believes on reasonable grounds that the order would result in a loss of public safety or in non-compliance with this Act.

#### Appeal to judge

- **34**(1) Within 30 days after service of an order of the appeal board pursuant to section 31, 32 or 33 an owner, a building official, a constructor or a local authority aggrieved by an order made by the appeal board may appeal the order to a judge of the court on a question of law alone.
- (2) Unless otherwise ordered by a judge of the court, an appeal pursuant to subsection (1) does not operate as a stay of the decision of the appeal board.
- (3) The decision of a judge of the court pursuant to subsection (1) is final.

### PART 7 Emergencies

#### **Definitions for Part**

**35** In this Part:

"emergency" means an emergency that is the subject of an emergency declaration;

"emergency declaration" means the following:

- (a) an emergency declaration as defined in *The Emergency Planning Act*;
- (b) a local emergency declaration as defined in *The Emergency Planning Act*;
- (c) an order issued pursuant to section 38 or 45 of *The Public Health Act*, 1994;

"emergency period" means the period commencing on the date on which an emergency declaration is made or renewed and ending on the day on which the emergency declaration expires or is terminated.

#### Powers of minister in an emergency

- **36**(1) Notwithstanding any requirement of this Act, if an emergency declaration is made or renewed, the minister may, by order, for the emergency period and in an area affected by the emergency:
  - (a) subject to the regulations, delegate in writing to the chief codes administrator any powers vested in or duties imposed on the minister in this section;
  - (b) suspend, adjust, cancel or set a further period within which a person must comply with any requirement of this Act;
  - (c) appoint or authorize any qualified person to provide building official services;

- (d) authorize the entry into any building or on any land, without warrant, by any building official in the course of providing building official services;
- (e) act as the local authority for the purposes of issuing a permit for the design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change in occupancy of any temporary building the minister considers necessary to respond to the emergency;
- (f) act as the local authority for the purposes of issuing a permit for the addition, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change in occupancy of any existing building the minister considers necessary to respond to the emergency;
- (g) act as the local authority for the purpose of providing building official services, if requested by the local authority; and
- (h) take any actions authorized by the Lieutenant Governor in Council.
- (2) For any permit issued for the purposes of clause (1)(e), the minister shall ensure the permit:
  - (a) states the date after which and the conditions under which the permit is no longer valid; and
  - (b) is posted on the building.
- (3) Subject to the approval of the Lieutenant Governor in Council, the minister may pay compensation for the following:
  - (a) the acquisition or utilization by the minister of real or personal property pursuant to subsection (1);
  - (b) any damage or destruction of real or personal property due to an action of the minister in preventing, combatting or alleviating the effects of an emergency.
- (4) The orders, decisions or actions of the minister mentioned in subsection (1) are final and are not reviewable or restrained by:
  - (a) injunction;
  - (b) prohibition;
  - (c) mandamus;
  - (d) certiorari; or
  - (e) other proceeding by any court.
- (5) The Lieutenant Governor in Council may make regulations respecting any matter the Lieutenant Governor in Council considers necessary to carry out any of the matters mentioned in this section.

#### Orders during emergency period

- **37**(1) Subject to subsection (3), during an emergency period, on the recommendation of the Attorney General, the Lieutenant Governor in Council may, by order, do all or any of the following:
  - (a) temporarily suspend or modify the operation of a provision or portion of this Act or the regulations;
  - (b) set out a provision to replace a provision or a portion of a provision suspended pursuant to clause (a) to be in effect during the emergency period;
  - (c) prescribe new or additional procedures and requirements that must be complied with.
- (2) An order made pursuant to this section:
  - (a) may be made retroactive to a date set out in the order not earlier than the date on which the emergency declaration is made; and
  - (b) may be general or specific in application.
- (3) If an order is made pursuant to this section, the minister shall cause the order:
  - (a) to be published in the Gazette as soon as is reasonably practicable after it is made; and
  - (b) to be made public in any other manner the minister considers appropriate, including publishing it on the Government of Saskatchewan's website.

#### Rules re sections 36 and 37 and orders

- **38**(1) Sections 36 and 37 and every order made pursuant to section 36 or 37 prevail in the case of any conflict between:
  - (a) the sections or the order; and
  - (b) the following:
    - (i) any other provision of this Act or the regulations;
    - (ii) any other order made pursuant to this Act;
    - (iii) a bylaw passed pursuant to this Act;
    - (iv) the terms and conditions of a permit or licence issued pursuant to this Act;
    - (v) an agreement entered into pursuant to this Act.
- (2) An order made pursuant to section 36 or 37 remains in force during the emergency period, but may be continued in force for a further period not exceeding 30 days after the date on which the emergency period ends by:
  - (a) the Lieutenant Governor in Council; or
  - (b) if authorized by the Lieutenant Governor in Council, the minister.

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### PART 8 Offences and Penalties

#### Offences and penalties

- **39**(1) No person shall:
  - (a) contravene this Act, the regulations or a bylaw passed pursuant to this Act;
  - (b) fail to comply with an order made pursuant to section 25 or 31;
  - (c) fail to comply with the terms and conditions of a permit or licence issued pursuant to this Act; or
  - (d) obstruct or hinder a building official or a person accompanying the building official in the performance of the building official's duties pursuant to this Act or the regulations.
- (2) Every person who contravenes any provision of subsection (1) is guilty of an offence and liable on summary conviction:
  - (a) in the case of an individual, to a fine of not more than \$25,000 and, in the case of a continuing offence, to a further fine of not more than \$5,000 for each day or part of a day during which the offence continues; and
  - (b) in the case of a corporation, to a fine of not more than \$200,000 and, in the case of a continuing offence, to a further fine of not more than \$20,000 for each day or part of a day during which the offence continues.
- (3) If a person is found guilty of contravening any provision of subsection (1), the convicting judge may, in addition to any other penalty imposed, order the person to do any act or work, within the time specified by the judge in the order.
- (4) A person to whom an order is given pursuant to subsection (3) who fails to comply with the decision, order or directive within the specified period is guilty of an offence and liable on summary conviction:
  - (a) in the case of an individual, to a fine of not more than \$5,000 for each day during which the non-compliance continues; and
  - (b) in the case of a corporation, to a fine of not more than \$10,000 for each day during which the non-compliance continues.
- (5) No prosecution for an offence pursuant to this Act is to be commenced after 2 years from the date on which the offence is alleged to have been committed or, in the case of a continuing offence, the last date on which the offence was committed.

#### Court order

- **40**(1) The minister or a local authority, as the case may be, may apply to a judge of the court for an order described in subsection (3) if a person:
  - (a) fails to comply with an order directed to that person pursuant to section 25, 31 or 39 within the time specified in the order;
  - (b) refuses to allow a building official or a person appointed by the local authority to carry out pursuant to section 26 an order made pursuant to section 25, 31 or 39;

- (c) interferes with or attempts to interfere with the carrying out of an order made pursuant to section 25, 31 or 39; or
- (d) demonstrates the intent to contravene an order made pursuant to section 25, 31 or 39.
- (2) An application may be made pursuant to subsection (1) whether or not the person has been prosecuted.
- (3) On an application pursuant to subsection (1), a judge of the court may grant an order requiring the person:
  - (a) to comply with the order made pursuant to section 25, 31 or 39;
  - (b) to refrain from interfering in any manner with the carrying out of an order made pursuant to section 25, 31 or 39; or
  - (c) to refrain from contravening an order made pursuant to section 25, 31 or 39.

#### PART 9 General

#### **Immunity**

- 41(1) No action or proceeding lies or shall be commenced against the Crown, the minister, the ministry, any employee of the ministry, the appeal board, a local authority, members of a local authority, a municipal official, a person appointed by the minister or local authority to carry out measures relating to emergencies, the chief building administrator, a building official or any person accompanying a building official if that person is acting pursuant to the authority of this Act or the regulations, for anything in good faith done, caused or permitted or authorized to be done, attempted to be done or omitted to be done by that person or by any of those persons pursuant to or in the exercise or supposed exercise of any power conferred by this Act or the regulations or in the carrying out or supposed carrying out of any order made pursuant to this Act or any duty imposed by this Act or the regulations.
- (2) Notwithstanding subsection (1), the persons mentioned in that subsection are liable for gross negligence in carrying out their duties pursuant to this Act, the regulations or any order made pursuant to this Act.

#### Act deemed not to lessen responsibility

**42** No provision of this Act or the regulations is deemed to annul or lessen the responsibility of a person for damages with respect to a person killed or injured or any property destroyed or damaged.

#### Public notice

43 Notice of administrative penalties, discipline orders, court-ordered compliance, revocation of a permit, or any other orders made pursuant to this Act may be published in any manner that the minister considers necessary to protect the public, including posting the notice on the ministry's website.

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#### Service of documents

- **44**(1) Any notice, order or other document that is required to be served pursuant to this Act or the regulations may be served:
  - (a) by personal service made:
    - (i) in the case of an individual, on that individual;
    - (ii) in the case of a partnership, on any partner; or
    - (iii) in the case of a corporation, on any officer or director of the corporation;
  - (b) by ordinary or registered mail addressed to the last address of the person to be served;
  - (c) by posting a copy of the notice, order or document at the building to which the notice, order or document relates;
  - (d) for buildings that contain 2 or more units intended for separate occupancy, by posting a copy of the notice, order or document in a conspicuous place on the premise;
  - (e) by any of the methods of service mentioned in *The Queen's Bench Rules*; or
  - (f) by any other prescribed means.
- (2) A notice, order or document served by ordinary mail or registered mail is deemed to have been received on the seventh business day following the day of its mailing, unless the person to whom it was mailed establishes that, through no fault of the person, the person did not receive the document or that the person received it at a later date.
- (3) A notice or document sent by a prescribed means is deemed to have been received on the prescribed number of business days from the date on which the notice or document was sent.
- (4) Irregularity in the service of a notice, order or document does not affect the validity of an otherwise valid notice, order or document.

#### Regulations

- **45** For the purpose of carrying out this Act according to its intent, the Lieutenant Governor in Council may make regulations:
  - (a) defining, enlarging or restricting the meaning of any word or expression used in this Act but not defined in this Act;
  - (b) prescribing the manner, form, content or application of a written interpretation issued by the minister;
  - (c) prescribing any additional powers, duties or responsibilities of the chief codes administrator;
  - (d) prescribing any authority or body as a local authority;
  - (e) prescribing the jurisdictional area, powers, responsibilities and duties of local authorities and any limits on the powers, responsibilities and duties that the Lieutenant Governor in Council considers appropriate;

- (f) prescribing a model of inspection by local authorities, including a quality management system of principles;
- (g) prescribing the minimum requirements of a building bylaw;
- (h) respecting the issuance of permits by a local authority and inspections by a local authority;
- (i) prescribing the registering of building official orders on title;
- (j) prescribing requirements for the licensing of building officials;
- (k) prescribing the ability to designate a person, persons or class of persons to exercise the powers and authority of a building official or chief codes administrator;
- (l) prescribing the appointment of building officials for emergency purposes;
- (m) prescribing the powers, responsibilities and duties of building officials;
- (n) prescribing the powers, responsibilities and duties of any other officials or inspectors providing services pursuant to this Act;
- (o) prescribing the responsibilities and obligations of owners;
- (p) prescribing the responsibilities and obligations of engineers or architects for the purpose of complying with this Act;
- (q) prescribing the qualifications of appeal board members;
- (r) prescribing the responsibilities and duties of the appeal board;
- (s) prescribing deposits necessary for an appeal to the appeal board and recourse to a refund or a partial refund of a deposit if the appeal board considers it necessary;
- (t) notwithstanding section 29, governing the powers or procedures of the appeal board;
- (u) governing the publication of decisions of the appeal board;
- (v) governing the payment and amounts of any fees, charges, deposits or bonds to be paid and the circumstances in which refunds may be granted, with respect to any matter governed by this Act;
- (w) governing the training and qualifications of any person who is carrying out duties pursuant to this Act or is subject to this Act and requiring those persons to be licensed or certified in the prescribed manner;
- (x) prescribing forms for the purposes of this Act;
- (y) exempting, on any terms or conditions that the Lieutenant Governor in Council considers appropriate, any land, premises, person or thing or any class of land, premises, person or things from all or any part of this Act or the regulations;
- (z) prescribing any matter or thing that is required or authorized by this Act to be prescribed in the regulations;
- (aa) respecting any other matter or thing the Lieutenant Governor in Council considers necessary to carry out the intent of this Act.

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#### PART 10

#### Transitional, Repeal and Coming into Force

#### Transitional re orders, permits etc.

- **46**(1) Every order, permit, licence or other document issued pursuant to the former Act that is valid on the day before the coming into force of this Act continues in force until its expiry date, if any, and may be dealt with pursuant to this Act as if it were issued pursuant to this Act.
- (2) Every contract or agreement entered into pursuant to the former Act that was valid on the day before this Act comes into force continues in force and may be dealt with pursuant to this Act as if it were entered into pursuant to this Act.

### Transitional re application of construction standards pursuant to rural municipality resolution

- 47(1) In this section, "former provision" means subsection 7(3) of the former Act as that subsection read before the coming into force of *The Uniform Building and Accessibility Standards Amendment Act*, 2012.
- (2) Notwithstanding the repeal of the former provision and the regulations made pursuant to the former provision, until the rural municipality passes a bylaw in accordance with subsection 6(3) and section 17, the construction standards mentioned in section 5 continue to apply to the buildings and to each rural municipality named in the regulations made pursuant to the former provision.
- (3) If a rural municipality passed a resolution in accordance with the former provision before the coming into force of *The Uniform Building and Accessibility Standards Amendment Act, 2012* but the Lieutenant Governor in Council did not pass a regulation in accordance with the former provision ordering the construction standards to apply in accordance with that resolution, the resolution is of no force and effect.

#### Transitional re appeals

48 An appeal to the appeal board as defined in the former Act that was commenced before the coming into force of this Act is to be continued pursuant to the former Act in conformity with the procedures provided for in the former Act.

#### SS 1983-84, c U-1.2 repealed

**49** The Uniform Building and Accessibility Standards Act is repealed.

#### Coming into force

50 This Act comes into force by order of the Lieutenant Governor in Council.



# The Saskatchewan Gazette

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#### PART II/PARTIE II

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### PART II/PARTIE II

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#### SASKATCHEWAN REGULATIONS 124/2021

#### The Construction Codes Act

Sections 5 and 45

Order in Council 595/2021, dated December 1, 2021

(Filed December 2, 2021)

#### PART 1 Preliminary Matters

#### Title

1 These regulations may be cited as *The Building Code Regulations*.

#### Definitions and interpretation

**2**(1) In these regulations:

"accessibility standards" means the standards and requirements listed in Part 9:

"Act" means The Construction Codes Act;

"administrative penalty" means a penalty issued pursuant to section 11 of the Act;

"appeal board" means the Saskatchewan Construction Standards Appeal Board continued pursuant to section 27 of the Act;

"candidate" means a person who applies to the chief codes administrator for a building official licence or the renewal of building official licence;

"Codes" means the NBC and NECB;

"competent person" means a person who is recognized by a local authority as having:

- (a) a degree, certificate or professional designation; or
- (b) the knowledge, experience and training;

necessary to design or review the design of a building;

"discipline order" means a discipline order issued pursuant to section 14 of the Act:

"existing building" means a building:

- (a) on which work was commenced or completed before June 6, 1988; or
- (b) on which work was not commenced but for which a valid permit was issued before June 6, 1988 pursuant to a bylaw of the appropriate local authority;

"farm residence" is a building that contains a residential occupancy and that is located on land used for an agricultural operation as defined in *The Agricultural Operations Act*;

"former Act" means *The Uniform Building and Accessibility Standards Act* as that Act existed before the coming into force of the Act;

#### "inspection" means:

- (a) the inspection of ongoing or incomplete building construction, materials of construction or building systems; or
- (b) the inspection of completed or existing building construction, materials of construction or building systems;

to ascertain whether the Act and the regulations have been or are being complied with;

"licence" means a Building Official licence issued pursuant to section 23 or 24;

"NBC" means the edition and provisions of the National Building Code of Canada, including revisions, errata and amendments to it, declared to be in force pursuant to the Act and these regulations;

"NECB" means the edition and provisions of the National Energy Code of Canada for Buildings, including revisions, errata and amendments to it, declared to be in force pursuant to the Act and *The Energy Code Regulations*;

"owner's representative" means any person, corporation, employee or contractor who has authority to act on behalf of an owner;

**"plan review"** means the examination of building drawings and related documents by a building official to ascertain whether those drawings and documents meet the requirements of the Act, these regulations and *The Energy Code Regulations*;

"work" means any design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of a building.

- (2) For the purposes of the Act and these regulations, a building is not a farm building if:
  - (a) the building is used in the production, processing, wholesaling or distribution of cannabis as defined in the *Cannabis Act* (Canada) or *The Cannabis Control (Saskatchewan) Act*;
  - (b) the building is used for the manufacture, sale, storage, wholesale or delivery of beverage alcohol as authorized by *The Alcohol and Gaming Regulation Act*, 1997; or
  - (c) the building is classified for assessment purposes in one of the following classes:
    - (i) commercial and industrial;
    - (ii) elevators;
    - (iii) railway rights of way and pipeline.
- (3) A person has a financial interest in a matter if:
  - (a) that person or the person's spouse or dependent child has a controlling interest in, or is a director or senior officer of, a corporation that could make a financial profit from or be adversely affected financially by a decision respecting that matter; or

- (b) that person or that person's agent, business partner, employer, spouse or dependent child could make a financial profit or be adversely affected financially by a decision respecting that matter.
- (4) For the purposes of subsection (3):
  - (a) "controlling interest" means an interest that a person has in a corporation if the person beneficially owns, directly or indirectly, or exercises control or direction over shares of the corporation carrying more than 25% of the voting rights attached to all issued shares of the corporation;
  - (b) "senior officer" means the chair or vice-chair of the board of directors, the president, any vice-president, the secretary, the treasurer or the general manager of a corporation or any other person who performs functions for the corporation similar to those normally performed by a person occupying any of those offices;
  - (c) "spouse" means:
    - (a) the legally married spouse of a person, with whom the person is cohabiting; or
    - (b) a person who has cohabited with another person as spouses continuously for a period of not less than 2 years.
- (5) Words, phrases, symbols or abbreviations used in the NBC that are not defined in the Act, these regulations or the NBC have the meanings that are commonly assigned to them in the context in which they are used in the NBC, taking into account the specialized use of terms within the various trades and professions to which the words and phrases apply.
- (6) For the purposes of the Act and these regulations, the Provincial Capital Commission is a local authority.

# PART 2 Adoption and Application of Building Code

#### Code adopted

- 3(1) The National Building Code of Canada 2015 is declared to be in force, including:
  - (a) the amendments set out in Part I of the Appendix; and
  - (b) revisions and errata issued by the Canadian Commission on Building and Fire Codes of the National Research Council of Canada from time to time.
- (2) Notwithstanding subsection (1), the edition of the NBC that was in force on the day on which a permit was issued applies to any work:
  - (a) for which a permit is issued before the day on which an edition of the NBC is declared to be in force or any revision, errata or amendment comes into force; and
  - (b) that is not completed on the day on which that edition is declared to be in force.
- (3) No person shall fail to comply with the edition of the NBC that is in force at the time the permit for the work to be undertaken was issued.

- (4) Notwithstanding any other provision of this section, Section 9.36 of Division B of the NBC does not apply to the alteration, repair, renovation, or relocation of a building to which construction standards apply and for which construction began before January 1, 2019.
- (5) With respect to the edition of the NBC that is adopted pursuant to this section, the minister shall cause information respecting the edition of the NBC that is in force, the period for which the NBC is in force and where that edition may be accessed:
  - (a) to be posted on the website of the ministry; and
  - (b) to be made public in any other manner that the minister considers appropriate.

#### Carbon monoxide and smoke alarms

- 4(1) Notwithstanding subsections 3(2) and (3), on and after July 1, 2022, every building, including a building that was constructed before October 1, 2009, that contains a residential occupancy is required to have a carbon monoxide alarm in accordance with Article 6.9.3.1. or Article 9.32.3.9. of Division B of the NBC as those Articles are amended in Part 1 of the Appendix.
- (2) For the purposes of subsection (1), a carbon monoxide alarm is permitted to be battery operated but, in the case of buildings constructed before October 1, 2009, the batteries used for carbon monoxide alarms must be 10-year batteries.
- (3) Notwithstanding subsections 3(2) and (3) but subject to subsections (4) to (6), on and after July 1, 2022, every building, including a building that was constructed before June 6, 1988, that contains a residential occupancy is required to have one of the following installed:
  - (a) a smoke alarm in accordance with Article 3.2.4.20. of Division B of the NBC;
  - (b) smoke detector in accordance with Article 3.2.4.21. of Division B of the NBC;
  - (c) a smoke alarm in accordance with Subsection 9.10.19. of Division B of the NBC.
- (4) For the purposes of subsection (3), a smoke alarm is permitted to be battery operated but, in the case of buildings constructed before June 6, 1988, the batteries used for smoke alarms must be 10-year batteries.
- (5) For the purposes of subsection (3), Sentence 3.2.4.20.(7) to Sentence 3.2.4.20 (10), Sentence 3.2.4.20.(13), Article 3.2.4.21., Article 9.10.19.4., Article 9.10.19.5. and Article 9.10.19.8. of Division B of the NBC do not apply to buildings constructed before June 6, 1988.
- (6) Subsection (3) does not apply to an alternative family care home.

#### No relief of obligation to comply with Codes

- **5** An owner of a building or an owner's contractor or employee is not relieved from the obligation to carry out any work that is within the scope of section 6 of the Act and section 38 of these regulations in accordance with the Codes by reason only of:
  - (a) the granting of a permit;
  - (b) the review of drawings and specifications;

- (c) the making of inspections; or
- (d) the absence or omission of any of the things mentioned in clauses (a) to (c).

#### Existing farm buildings

- **6**(1) Notwithstanding subsection 3(3) but subject to subsections (2) to (4), a building that was exempt from construction standards pursuant to the former Act by reason of being classified as a farm building, and that is now subject to the construction standards pursuant to the Act, is required to comply with the construction standards for any work that begins after the Act comes into force.
- (2) Subject to subsections (3) and (4), any work on a building mentioned in subsection (1) that began before the Act comes into force remains exempt from construction standards.
- (3) A building owner is responsible for demonstrating that work mentioned in subsection (2) began before the Act comes into force.
- (4) A farm building that was subject to a local authority's building bylaw pursuant to the former Act remains subject to the local authority's building bylaw after the Act comes into force.
- (5) A building official may issue a building official order pursuant to subsection 25(5) of the Act for an unsafe condition of a farm building to which construction standards apply.

# PART 3 Bylaws, Permits and Orders

#### Bylaws

- 7 For the purposes of clauses 17(6)(b) and (c) of the Act, the minister shall not approve a building bylaw or part of a bylaw if the minister is of the opinion that the bylaw or part of the bylaw:
  - (a) deals with matters outside the scope of the Act; or
  - (b) does not conform with the purpose and intent of the Act.

#### Model building bylaw

- **8**(1) For the purposes of section 18 of the Act, Part 2 of the Appendix is prescribed as the model building bylaw.
- (2) For the purposes of clause 18(1)(b) of the Act, a local authority shall adopt a building bylaw by:
  - (a) December 31, 2022 for any city as defined in *The Cities Act*;
  - (b) December 31, 2023 for any municipality as defined in *The Municipalities Act*;
  - (c) December 31, 2023 for park land as defined in *The Parks Act*;
  - (d) December 31, 2024 for any regional park as defined in *The Regional Parks Act*, 2013; and
  - (e) December 31, 2024 for land within the capital region as defined in *The Provincial Capital Commission Act*.

#### Permits - issuance

- **9**(1) For the purposes of clause 45(h) of the Act, a permit issued pursuant to the Act must include:
  - (a) the name of the person or company to whom the permit is issued;
  - (b) the period for which the permit is valid;
  - (c) a statement of all fees, deposits or bonds charged for the permit;
  - (d) the scope of work authorized by the permit;
  - (e) the municipal address or legal description of the property on which the work described in the permit is located;
  - (f) the buildings or portion of buildings to which the permit applies;
  - (g) the stages of construction at which a permit holder must inform a local authority of completion;
  - (h) any conditions that the permit holder is required to comply with; and
  - (i) any information required by the local authority's building bylaw.
- (2) No person to whom or corporation to which a permit is issued pursuant to the Act shall fail to comply with the terms and conditions of the permit.
- (3) Subject to subsection 19(3) of the Act and subsection (4), work listed on a permit application must not commence before a permit for that work is issued.
- (4) For the purposes of subsection 19(3) of the Act:
  - (a) the maximum number of days between any unpermitted undertaking to remedy or relieve an unsafe condition or imminent danger and an owner applying for a permit for that undertaking is 3 business days; and
  - (b) the owner is responsible for demonstrating to the satisfaction of the local authority or the local authority's building official that an unsafe condition or an imminent danger existed before any unpermitted work began.
- (5) No person shall occupy a building or a part of a building without an occupancy permit, if an occupancy permit is required by the local authority's building bylaw.

#### Permits - refusal to issue

- **10**(1) Subject to subsection (2), a local authority may refuse to issue a permit if:
  - (a) the proposed work described on the permit application would contravene:
    - (i) the Act;
    - (ii) the regulations;
    - (iii) an order of the appeal board;
    - (iv) a written interpretation of the minster pursuant to section 8 of the Act; or
    - (v) the local authority's building bylaw;
  - (b) the person who designed or reviewed the design of a proposed building that is within the scope of Part 9 of the NBC is not a competent person;

- (c) the person who designed or reviewed the design of a proposed building that is within the scope of the NECB is not an architect or engineer;
- (d) the application for a permit is incomplete;
- (e) any fees, deposits or bonds required pursuant to the local authority's building bylaw for the issuance of a permit have not been paid;
- (f) the applicant for a demolition permit has not demonstrated compliance with section 27-2 of *The Occupational Health and Safety Regulations*, 2020;
- (g) the proposed work contravenes the accessibility standards mentioned in Part 9: or
- (h) the issuance of a permit or the proposed work described on the permit application, or any plans, drawing or specifications supporting the permit application, would contravene any other Act, regulations or bylaw that applies to the proposed work.
- (2) No local authority shall unreasonably refuse to issue a permit.
- (3) A local authority that refuses to issue a permit pursuant to subsection (1) shall:
  - (a) provide written notice to the applicant as to the reasons for the local authority's refusal to issue a permit; and
  - (b) refund any fee or deposit paid as part of the permit application for work pursuant to this Act, less any fees paid for:
    - (i) plan review; and
    - (ii) permit application or administration.

#### Permits - revocation

- **11**(1) A local authority may revoke a permit issued pursuant to the Act:
  - (a) if the holder of the permit requests in writing that it be revoked;
  - (b) if the permit was issued on mistaken, false or incorrect information;
  - (c) if the permit was issued in error;
  - (d) subject to subsection (2), if, after 6 months after the permit's issuance, the work for which the permit was issued has not, in the opinion of the local authority's building official, been seriously commenced and the local authority has not agreed, in writing, to allow the delay;
  - (e) subject to subsection (2), if the work for which the permit was issued is, in the opinion of the local authority's building official, substantially suspended or discontinued for a period of more than 6 months after the permit's issuance and the local authority has not agreed, in writing, to allow the delay; or
  - (f) for any other reason listed in the local authority's building bylaw.
- (2) For the purposes of clauses (1)(d) and (e), if a local authority passes a bylaw that sets out minimum times within which work must commence or for which work can be suspended or discontinued, the bylaw prevails.

(3) A local authority that revokes a permit pursuant to subsection (1) shall provide written notice to the permit holder within 5 business days after the date of the revocation as to the reasons for the revocation.

#### Permits - expiry

- **12**(1) Subject to subsection (2), the expiry of a permit does not relieve the owner from the obligation to complete the work approved in the permit.
- (2) An owner that does not complete all the work listed on a permit before the permit expires shall apply to the local authority that issued the permit to do one of the following:
  - (a) revoke the permit;
  - (b) extend the term of the permit;
  - (c) vary the terms and conditions of the permit.
- (3) A local authority may revoke, extend or vary the conditions of a permit on written application of the permit holder and subject to any conditions or fees listed in the local authority's building bylaw.
- (4) The expiry of a permit does not relieve the owner or owner's representative from the obligation to prevent the building or part of a building from being in an unsafe condition.
- (5) The expiration of a permit does not prevent a building official or local authority from taking any actions necessary for the purposes of ensuring compliance with the provisions of the Act, regulations or the terms and conditions of a permit.
- (6) A building official may issue an order pursuant to section 25 of the Act with respect to any permit that expires and:
  - (a) for which the work listed on the building permit application remains incomplete and the owner has failed to apply to the local authority to revoke, extend or vary the terms and conditions of the permit; or
  - (b) with respect to which an unsafe condition exists as a result of the work listed on the permit not being completed.
- (7) A building official may direct a local authority to cause an interest to be registered in the Land Titles Registry against the title to the land based on an order written pursuant to subsection (5) with respect to an expired permit.

#### Form and content of building official orders

- 13 An order issued pursuant to section 25 of the Act must:
  - (a) be written in a legible manner;
  - (b) identify the date on which the order is issued;
  - (c) include:
    - (i) the name of the person or persons to whom the order is issued;
    - (ii) the municipal address or legal description of the property on which the work that is the subject-matter of the order is located;
    - (iii) the name of the building official issuing the order; and
    - (iv) the local authority under whose appointment the building official is acting;

- (d) state that it is an order pursuant to the Act;
- (e) identify the section of the Act pursuant to which the order is issued;
- (f) identify the portion of the Act, regulations, Codes or bylaw that has been contravened;
- (g) identify:
  - (i) the actions that are ordered to occur;
  - (ii) the actions that are ordered to cease occurring; or
  - (iii) any combination of actions ordered to occur or cease occurring;
- (h) identify the date by which any action or cessation of action required pursuant to clause (g) must be completed;
- (i) identify the date by which any tests or samples that may be required pursuant to the order must be submitted to the building official mentioned in subclause (c)(iii) and to the local authority mentioned in subclause (c)(iv);
- (j) include information and instructions with respect to the procedure to file an appeal of the order with the chief codes administrator;
- (k) state that non-compliance with the order is an offence pursuant to the Act: and
- (l) state that orders may be registered by the local authority in the Land Titles Registry 61 days after the date on which the order is received by the owner.

#### Registering and discharging interests in Land Titles Registry

- 14(1) For the purposes of subsection 20(6) of the Act, a local authority shall cause an interest to be discharged within 30 days after either of the conditions mentioned in clause 20(6)(a) or (b) of the Act has been met.
- (2) If the appeal board varies an order of a building official after an interest is registered in the Land Titles Registry, the local authority shall ensure the interest in the Land Titles Registry is updated to reflect the appeal board's decision within 30 days after the appeal board's decision.
- (3) If the appeal board revokes an order of a building official after an interest is registered in the Land Titles Registry, the local authority shall ensure the interest in the Land Titles Registry is discharged within 30 days after appeal board's decision.

# PART 4 Owner's Responsibilities

#### Review and changes

- **15**(1) An owner that undertakes to construct or have constructed a building that is within the scope of Parts 3, 5, 6 and 7 of the NBC shall have an architect or engineer complete the design or design review of:
  - (a) the building; and
  - (b) all building systems.

- (2) An owner that undertakes to construct or have constructed a building with a structure that is within the scope of Part 4 of the NBC shall have an architect or engineer complete:
  - (a) the design or design review of the structure;
  - (b) an inspection of construction of the structure to ensure compliance with the design; and
  - (c) the reviews required by the NBC.
- (3) An owner that undertakes to construct or have constructed a building that is within the scope of Part 9 of the NBC shall ensure that a competent person has designed or reviewed the design of the building.
- (4) An owner shall ensure that copies of any inspection or review reports made pursuant to this section are made available to a building official or the appropriate local authority on the request of the building official or appropriate local authority, as the case may be.
- (5) No owner of a building or owner's representative shall cause or allow the ground elevations of a building to be changed so as to put the building, part of the building or an adjacent building in contravention of the NBC.
- (6) If a change to the property boundaries of a building lot puts a building or part of a building in contravention of the NBC, the owner shall immediately alter the building or part of the building to bring it into compliance with the NBC.

#### Availability of plans

- 16 The owner or the owner's representative shall ensure that the approved plans, specifications, permit and related construction documents and drawings for a building under construction are available at the work site during the hours in which work is underway for inspection by:
  - (a) a building official; and
  - (b) the person or firm that is to review the work pursuant to the Codes.

#### Unsafe conditions

#### **17**(1) No:

- (a) owner of a building;
- (b) agent, contractor, employee, successor or assignee of an owner of a building; or
- (c) registered owner of land on which a building is situated;

shall cause, authorize or maintain any unsafe condition in the construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of any building or part of a building.

- (2) The owner of a building shall immediately take all necessary steps to put a building or part of a building in a safe condition if a building or part of a building:
  - (a) is in an unsafe condition; or
  - (b) for any reason or at any time develops or acquires an unsafe condition.

- (3) If occupancy of a building or part of a building occurs before the completion of any work being carried out in, on or around the building or part of the building, the owner shall ensure that no occupant is exposed to an unsafe condition resulting from the work being carried out.
- (4) Any building that is in contravention of subsection 4(1) or (3) is considered to be in an unsafe condition.

#### False information

- 18 No person shall knowingly submit false or misleading information to:
  - (a) a building official;
  - (b) a local authority;
  - (c) the minister:
  - (d) the chief codes administrator; or
  - (e) any person employed by the minister or a local authority to administer and enforce the Act or regulations.

### PART 5 Building Official Licences and Powers

#### Classes of licence

- 19 The following classes of licence are established:
  - (a) Building Official Class 1, which entitles the holder to:
    - (i) complete plan reviews and inspections respecting residential buildings that contain 1 or 2 dwelling units, including residential buildings in which either or both of the dwelling units contain a secondary suite;
    - (ii) take any action that a building official is authorized by the Act to take respecting residential buildings that contain 1 or 2 dwelling units, including residential buildings in which either or both of the dwelling units contain a secondary suite;
  - (b) Building Official Class 2, which entitles the holder to:
    - (i) complete plan reviews and inspections respecting buildings that are:
      - (A) within the scope of Part 9 of the NBC; or
      - (B) within the scope of Part 9 of the NBC and that are constructed in accordance with the requirements of the NECB;
    - (ii) take any action that a building official is authorized by the Act to take respecting buildings that are:
      - (A) within the scope of Part 9 of the NBC; or
      - (B) within the scope of Part 9 of the NBC and that are constructed in accordance with the requirements of the NECB;

- (c) Building Official Class 3, which entitles the holder to:
  - (i) complete plan reviews and inspections respecting buildings that are within the scope of the Codes;
  - (ii) take any action that a building official is authorized by the Act to take respecting buildings that are within the scope of the Codes;
- (d) Building Official Temporary and Building Official Restricted, which entitle the holder to take any actions stipulated by the chief codes administrator in the licence, but no others.

#### Qualifications of candidates

- **20**(1) A person may be accepted as a candidate for a Building Official Class 1 licence if the person has completed a minimum of 2 years of full-time employment, or equivalent, in a related occupation and:
  - (a) holds a diploma of technology in architecture, engineering, or a related program;
  - (b) holds a Journeyperson Certificate of Qualification in a designated trade, within the meaning of *The Apprenticeship and Trade Certification Act, 2019* and the regulations made pursuant to that Act, that, in the opinion of the chief codes administrator, is related to building construction;
  - (c) is an interior designer or is eligible for registration as an interior designer;
  - (d) is an engineer or is eligible for registration as an engineer;
  - (e) is an architect or is eligible for registration as an architect; or
  - (f) has completed a training course regarding building codes and inspections that is acceptable to the chief codes administrator.
- (2) Notwithstanding subsection (1), the chief codes administrator may accept a candidate for a Building Official Class 1 licence who does not meet the requirements of subsection (1) if the chief codes administrator is satisfied, on the basis of an application submitted in writing, that the candidate has qualifications equivalent to those set out in subsection (1).
- (3) Subject to subsection (4), no person shall be accepted as a candidate for:
  - (a) a Building Official Class 2 licence without first obtaining a Building Official Class 1 licence; or
  - (b) a Building Official Class 3 licence without first obtaining a Building Official Class 2 licence.
- (4) A person who holds a temporary or restricted licence in a lower licence classification is not eligible to hold a higher licence classification without first obtaining a non-temporary or non-restricted licence in the lower licence classification.

#### **Building official examinations**

**21**(1) All examinations for building official licences must consist of questions related to the Act, regulations and provisions of the Codes that are appropriate to the class of licence that the exam is focused on.

- (2) Subject to subsection (3), every examination must be a written examination.
- (3) The chief codes administrator may approve reasonable accommodations for any individual taking any exam mentioned in subsection (1) if that individual provides evidence acceptable to the chief codes administrator of the need for an accommodation.
- (4) Subjection to subsection (5), a candidate for an examination must pay the appropriate fee set out in Table 1 of Part 3 of the Appendix.
- (5) On the recommendation of the chief codes administrator, the ministry may arrange for examinations to be prepared, scheduled, held, marked and otherwise administered by an educational or other institution acceptable to the ministry, in lieu of having examinations administered by the ministry.
- (6) If an educational or other institution administers examinations pursuant to subsection (5), no examination or re-marking fee is payable to the ministry, but the candidate is liable to pay any fee charged by the educational or other institution.
- (7) To qualify for a licence, a candidate must receive not less than 80% of the total marks allotted for an examination.
- (8) An examination may be re-marked if the candidate requests a re-marking and subject to subsection (6), pays the appropriate fee set out in Table 1 of Part 3 of the Appendix.
- (9) Notwithstanding subsection (1), the chief codes administrator may accept successful completion of a course acceptable to the chief codes administrator as being equivalent to successful completion of an examination pursuant to these regulations.

#### Application for a licence

- **22**(1) Subject to sections 23 and 24, a person who wishes to obtain a licence shall:
  - (a) apply to the chief codes administrator on a form supplied by the ministry;
  - (b) provide any evidence of qualification for candidacy requested by the chief codes administrator, including information regarding education, training and employment required pursuant to section 20;
  - (c) provide evidence of having passed the appropriate examination mentioned in section 21; and
  - (d) pay the appropriate fee set out in Table 1 of Part 3 of the Appendix based on the number of years or the period for which the applicant is applying to have the licence issued.
- (2) An applicant may apply for a licence, other than a Building Official Temporary licence or Building Official Restricted licence, for a period of 1 or 5 years.

#### Issuance of a licence - Saskatchewan resident

23 The chief codes administrator may issue a licence of an appropriate class to a candidate who is a Saskatchewan resident and establishes to the satisfaction of the chief codes administrator that the candidate has met the competencies and requirements for licensing pursuant to these regulations.

#### Issuance of a licence - non-Saskatchewan resident

- **24**(1) Notwithstanding section 20, the chief codes administrator may issue a licence of the appropriate class to a person who is a resident in another province or territory of Canada and who has not otherwise met the competencies and requirements for licensing pursuant to these regulations if the person produces evidence to the chief codes administrator that the person:
  - (a) possesses a licence, certification or accreditation from another province or territory of Canada that is equivalent to a licence issued pursuant to these regulations and that is currently in good standing;
  - (b) demonstrates to the satisfaction of the chief codes administrator a sufficient knowledge of the Act and the regulations, including those provisions of the Codes that are amended in Part 1 of the Appendix;
  - (c) is not subject to any sanctions or restrictions in another province or territory of Canada in relation to that person's licence; and
  - (d) has paid the appropriate fee set out in Table 1 of Part 3 of the Appendix.
- (2) The chief codes administrator may issue a temporary licence pursuant to section 25 to a resident of another province or territory of Canada who lacks sufficient knowledge of the Act or the regulations with the condition that the person completes additional training acceptable to the chief codes administrator with respect to the Act or the regulations.

#### Issuance of a licence - temporary or restricted

- **25**(1) Notwithstanding sections 23 and 24 but subject to subsections (2) to (4), the chief codes administrator may issue a Building Official Temporary licence or Building Official Restricted licence to a person who:
  - (a) does not fully meet the competencies and requirements mentioned in section 20:
  - (b) agrees to practise in accordance with the conditions or restrictions specified on the Building Official Temporary licence or the Building Official Restricted licence; and
  - (c) has paid the appropriate fee set out in Table 1 of Part 3 of the Appendix.
- (2) The chief codes administrator may issue a Building Official Temporary licence or Building Official Restricted licence if the chief codes administrator is satisfied that the circumstances mentioned in subsection (1) are met and that it is appropriate to do so.
- (3) A Building Official Temporary licence may be issued for a period of not more than 1 year and may be renewed only once in accordance with these regulations.
- (4) A Building Official Restricted licence may be issued for a period of not more than 5 years and may not be renewed.

#### Refusal to issue a licence

- **26**(1) The chief codes administrator may refuse to issue a licence to any candidate who:
  - (a) has submitted an incomplete written application;
  - (b) made any false or misleading statement in an application or in presenting evidence of qualifications;

- (c) has failed to pay the appropriate fee within the period set by the chief codes administrator;
- (d) has failed to provide sufficient evidence of qualifications or of having passed the appropriate examination in the period set by the chief codes administrator; or
- (e) the chief codes administrator believes, on reasonable grounds, is not qualified to be a building official.
- (2) If the chief codes administrator refuses to issue a licence pursuant to clause (1)(b) or (e), the chief codes administrator may also disqualify the candidate from holding or applying for a licence for a period of 1 year from the date of disqualification.
- (3) If the chief codes administrator refuses to issue a licence, the chief codes administrator must provide the candidate:
  - (a) notice in writing as to the reasons for the refusal to issue a licence; and
  - (b) the opportunity to make written representations to the chief codes administrator within 30 calendar days after the date of the notice mentioned in clause (a).
- (4) After considering any written representations received pursuant to clause (3)(b), the chief codes administrator shall:
  - (a) confirm the chief codes administrator's decision; or
  - (b) vary the chief codes administrator's decision.
- (5) The chief codes administrator shall give the candidate written notice of the decision, including reasons for the decision, within 10 business days after the written representation are received.
- (6) Subject to subsection (7), the chief codes administrator may refund all or a portion of any licence fee paid pursuant to clause 22(1)(d), 24(1)(d) or 25(1)(c) if the chief codes administrator has refused to issue a licence and if the chief codes administrator considers it appropriate to do so.
- (7) The chief codes administrator shall not refund a licence fee if:
  - (a) a licence is refused pursuant to clause (1)(b); and
  - (b) in the opinion of the chief codes administrator, the actions that resulted in the licence refusal were intentional or deliberate.

#### Licence expiry, extension and renewal

- **27**(1) A licence expires on the date set out on the licence, unless it is renewed or extended in accordance with this section.
- (2) Subject to subsection (3), the chief codes administrator may extend the period for which a licence is valid if a licence holder applies in writing to the chief codes administrator for an extension and is able to demonstrate to the satisfaction of the chief codes administrator that:
  - (a) the licence holder was unable to practise as a building official because the licence holder was on an employment leave pursuant to *The Saskatchewan Employment Act*;

- (b) exceptional circumstances beyond the licence holder's control prevented the completion of any training required by the chief codes administrator for the renewal of a licence; or
- (c) an extension is warranted for any reason the chief codes administrator considers acceptable.
- (3) An extension of a building official's licence pursuant to subsection (2) may not exceed the shorter of the following periods:
  - (a) the length of time the building official is unable to practise as a building official;
  - (b) 24 months.
- (4) A licence holder may apply to renew a licence, other than a Building Official Temporary licence or Building Official Restricted licence, for a period of 1 or 5 years.
- (5) Any person who wishes to renew a licence must:
  - (a) apply in writing to the chief codes administrator on a form supplied by the chief codes administrator at least 15 days before the licence expires;
  - (b) provide evidence of qualification for renewal as required pursuant to subsection (7); and
  - (c) pay the appropriate fee set out in Table 1 of Part 3 of the Appendix based on the number of years or the period for which the licence holder is applying to have the licence renewed.
- (6) If any false or misleading statement is made in an application or in evidence of qualification mentioned in clause (5)(a) or (b), the chief codes administrator may reject the application and disqualify the licence holder from applying for a building official licence for a period of up to 1 year from the date of disqualification.
- (7) To qualify for renewal of a licence, the licence holder must hold a valid licence and provide evidence acceptable to the chief codes administrator that the licence holder has, during the period of the licence that is to be renewed:
  - (a) completed any training required by the chief codes administrator;
  - (b) completed related training courses acceptable to the chief codes administrator;
  - (c) demonstrated to the satisfaction of the chief codes administrator a sufficient knowledge of the Codes, including those provisions of the Code that are amended in Part 1 of the Appendix;
  - (d) attended information sessions acceptable to the chief codes administrator with respect to new editions of the Codes or changes to the Codes;
  - (e) been a member of a Codes development committee acceptable to the chief codes administrator; or
  - (f) participated in other related activities that are acceptable to the chief codes administrator.

(8) The chief codes administrator may require an applicant for renewal or extension of a licence to attend any education or training sessions acceptable to the chief codes administrator before a licence is renewed or extended.

#### Suspending, revoking or changing class of licence

- **28**(1) Subject to subsections (3) and (4), the chief codes administrator may suspend or revoke a licence, or change the class of a licence held by a building official to a lower class of licence previously held in good standing by the licence holder, if the chief codes administrator is satisfied that the licence holder:
  - (a) made any false or misleading statement in an application or in presenting evidence of qualifications;
  - (b) cheated on an examination or removed from the examination room any question or copy of a question given in an examination;
  - (c) undertook to complete or completed actions outside of the authorized scope of the licence holder's licence;
  - (d) has been convicted of an offence that the chief codes administrator reasonably believes prevents the building official from performing the duties of a building official;
  - (e) performed any other action in connection with activities performed under the licence that, in the opinion of the chief codes administrator, is negligent or malicious;
  - (f) has failed to pay an administrative penalty issued pursuant to section 11 of the Act within the period set by the chief codes administrator;
  - (g) has failed to comply with a discipline order issued pursuant to section 14 of the Act;
  - (h) has failed to pay a licence fee within the period set by the chief codes administrator;
  - (i) contravened any condition attached to the licence holder's licence;
  - (j) conducted plan reviews or an inspection of a building in which the licence holder has a financial interest without receiving prior written approval from the applicable local authority;
  - (k) lacks the capacity to provide building official services; or
  - (l) has engaged in any other activities or has done or failed to do any other thing that, in the opinion of the chief codes administrator, makes it in the public interest to suspend or revoke a licence or change the class of licence.
- (2) Notwithstanding subsection (1), the chief codes administrator may suspend or revoke a licence, or change the class of a licence held by a building official to a lower class of licence previously held in good standing by the licence holder in any other circumstances if, in the opinion of the chief codes administrator, it is in the public interest to do so.

- (3) Subject to subsection (7), the chief codes administrator shall not suspend or revoke a licence, or change the class of licence, until:
  - (a) the licence holder has been notified in writing of the chief codes administrator's intention to suspend, revoke or change the class of the licence;
  - (b) the licence holder has been given the opportunity to make written representations to the chief codes administrator with respect to the suspension, revocation or change; and
  - (c) 30 calendar days have elapsed from the date of service of the notice issued pursuant to clause (a).
- (4) After considering any written representations received pursuant to clause (3)(b), the chief codes administrator shall:
  - (a) confirm the chief codes administrator's decision; or
  - (b) vary the chief codes administrator's decision.
- (5) The chief codes administrator shall give the licence holder written notice of the decision, including reasons for the decision, within 10 business days after the written representations are received.
- (6) A notice issued pursuant to clause (3)(a) is deemed to have been served on the fifth day after it is mailed.
- (7) Notwithstanding subsections (1) and (3), the chief codes administrator may immediately revoke any licence issued in error and notify the licence holder within 5 days after the revocation.

#### Powers of a building official

- **29**(1) No building official shall use the powers of a building official mentioned in section 24 of the Act to enforce bylaws other than those passed in accordance with the Act.
- (2) No building official shall undertake an inspection or issue an order with respect to matters prescribed in *The Plumbing Regulations* unless the building official is authorized to provide plumbing inspection services by the local authority responsible for plumbing inspections in that area.

#### Local authority and building official

- **30**(1) With respect to a building that is, or will be, under the jurisdiction of a local authority or building official, as the case may be, no local authority or building official shall:
  - (a) assist in the laying out of any work;
  - (b) assist in any construction work; or
  - (c) act in the capacity of an engineering or architectural consultant.
- (2) Notwithstanding subsection (1), a local authority or building official may answer questions that are relevant to the Codes to the extent that is reasonably necessary for the administration of these regulations.

- (3) Subject to subsection (4), no building official appointed by a local authority shall conduct a plan review or perform a building inspection on behalf of that local authority with respect to any building in the local authority's jurisdiction in which the building official has a financial interest.
- (4) A building official appointed by a local authority may conduct a plan review or perform a building inspection on behalf of that local authority with respect to a building in the local authority's jurisdiction in which the building official has a financial interest with prior written permission from the local authority.

#### PART 6 Advisory Committees

#### Chief codes administrator advisory committee

- **31**(1) The chief codes administrator may establish advisory committees to:
  - (a) assist in the development and revision of a program for the licensing of building officials by:
    - (i) providing guidelines for the evaluation of candidates' experience and training;
    - (ii) assisting in the assessment of a candidate's past experience and training;
    - (iii) assisting in the development and revision of examinations;
    - (iv) assisting in the assessment of a candidate's activities to support renewal of a licence;
    - (v) assisting in the assessment of educational institutions for the purposes of section 21;
  - (b) assist in the development of an advisory, guide, manual, publication or recommendation issued by the ministry;
  - (c) make recommendations respecting amendments to any regulations pursuant to the Act; and
  - (d) make recommendations respecting any matter relating to the administration of any regulations pursuant to the Act.
- (2) The advisory committees established pursuant to subsection (1) may include any persons considered necessary by the chief codes administrator.
- (3) A representative of the ministry must be the chairperson of any advisory committee formed pursuant to subsection (1).

# PART 7 Appeal Board

#### Membership

- **32**(1) The appeal board may include the following members:
  - (a) one member who represents persons with disabilities;

- (b) one member who represents building officials;
- (c) two members who each represent one of the following groups:
  - (i) engineers;
  - (ii) architects;
  - (iii) interior designers;
  - (iv) architect technologists;
  - (v) drafting technologists;
  - (vi) applied science technologists and technicians;
- (d) two members who each represent one of the following groups:
  - (i) cities;
  - (ii) local authorities;
  - (iii) administrators;
  - (iv) municipal associations;
- (e) one member who represents home builder associations, construction associations or construction safety associations;
- (f) three qualified persons appointed by the minister.
- (2) For the purposes of subsection 27(3) of the Act, to be eligible for appointment to the appeal board, a person must, in the opinion of the Lieutenant Governor in Council, possess the following qualifications:
  - (a) an ability to analyse issues, impartially consider arguments and render decisions regarding appeals and applications to the appeal board;
  - (b) good communication and interpersonal skills;
  - (c) a familiarity with the appeal board's jurisdiction and the role of the appeal board: and
  - (d) technical or substantive knowledge and experience that will assist the board in determining matters within its jurisdiction.
- (3) Subject to subsection (4), no member of the board who has an interest in any matter before the appeal board, whether directly or indirectly or as a financial interest, shall participate in an appeal pursuant to section 31 of the Act or an application to the appeal board pursuant to section 32 or 33 of the Act.
- (4) The chairperson of the appeal board may make a decision as to whether any member of the appeal board has a financial interest or other interest for the purposes of subsection (3), and the decision of the chairperson is binding and conclusive on the person.
- (5) If, in the opinion of the chairperson of the appeal board, a member of the appeal board acts in contravention of subsection (3):
  - (a) that person's membership on the appeal board is immediately terminated and that person is not eligible for reappointment to the appeal board; and

- (b) a decision of the appeal board in which the member participated in contravention of subsection (3) is not automatically invalidated, but the appeal board shall review the decision and may, within 3 months after the date of the decision, declare the decision to be void.
- (6) If, in the opinion of the vice-chairperson of the appeal board, the chairperson of the appeal board acts in contravention of subsection (3):
  - (a) that chairperson's membership on the appeal board is immediately terminated and that person is not eligible for reappointment to the appeal board; and
  - (b) a decision of the appeal board in which the chairperson participated in contravention of subsection (3) is not automatically invalidated, but the appeal board shall review the decision and may, within 3 months after the date of the decision, declare the decision to be void.

#### Appeal board deposits

- **33**(1) The deposit amounts payable to the ministry are set out in Table 1 of Part 3 of the Appendix for:
  - (a) an appeal of a building official order pursuant to clause 31(1)(b) of the Act;
  - (b) an interpretation of a provision of a Construction Code pursuant to clause 32(1)(b) of the Act; or
  - (c) an exemption from construction standards pursuant to clause 33(1)(b) of the Act.
- (2) Subject to subsection (4), if the deposit required pursuant to clause (1)(a) is not paid within the period required by subsection 31(1) of the Act, the appeal is deemed to be dismissed and any further right of appeal is extinguished.
- (3) Subject to subsection (4), the appeal board shall not hear an application pursuant to section 32 or 33 of the Act before the applicant provides the deposit required pursuant to clause (1)(b) or (1)(c), as the case may be.
- (4) Subject to subsections (5) and (6), the chief codes administrator may waive any deposit mentioned in this section as part of an application to the appeal board if an applicant is able to demonstrate to the chief codes administrator's satisfaction that the applicant is unable to pay a deposit as a result of exceptional or unusual events or circumstances affecting the applicant.
- (5) The chief codes administrator may require an applicant to provide, within the period required by the chief codes administrator, evidence that is reasonably required in the circumstances to demonstrate to the satisfaction of the chief codes administrator that the applicant is unable to pay a deposit.
- (6) If an applicant fails to provide evidence at the request of the chief codes administrator in accordance with subsection (5), the chief codes administrator may refuse to waive the deposit for the applicant.

- (7) The chief codes administrator may cancel a waiver of a deposit granted pursuant to subsection (4) if the chief codes administrator determines that:
  - (a) the evidence provided by the applicant in support of the applicant's application for a waiver of a deposit was incorrect with respect to a requirement affecting the applicant's eligibility for a waiver;
  - (b) the waiver was given in error; or
  - (c) there has been any other material change in circumstances that, in the opinion of the chief codes administrator, causes the applicant to no longer meet the requirements of subsection (4).
- (8) As part of its decision, the appeal board may authorize a refund of the deposit paid pursuant to clause (1)(a), or portion of it, if the appeal board considers it appropriate to do so.

#### Failure to appear

- **34**(1) If notice is given of a hearing pursuant to section 31, 32 or 33 of the Act and a party other than the applicant fails to attend that hearing, the appeal board may hear and decide the matter in the absence of that party.
- (2) If notice is given of a hearing pursuant to section 31, 32 or 33 of the Act and an applicant fails to attend that hearing, the appeal board may dismiss the matter without conducting a hearing.

#### Publication of appeal board decisions

- **35**(1) Subject to subsection (2), a summary of all appeal board decisions may be published in any manner the minister considers appropriate, including by publishing them on the ministry's website.
- (2) Subject to subsection (3), any information that is, in the opinion of the chief codes administrator, third party identifying information must be severed before the summary of the appeal board's decision is published.
- (3) A summary of an appeal board's decision may be withheld from publication if the chief codes administrator reasonably believes that third party identifying information cannot be severed from the decision.

### PART 8 Service of Documents

#### Service of documents

- **36**(1) For the purposes of clause 44(1)(f) of the Act, any notice, order or other document that is required to be served pursuant to the Act or these regulations may be served by email if:
  - (a) requested by the person;
  - (b) an email address has been provided by the person; and
  - (c) the person has consented in writing to receive the items by email.
- (2) If a notice, order or other document is served by email pursuant to subsection (1), the sender is responsible for ensuring the original document is available for inspection at a later date, if requested by the recipient.

- (3) Notwithstanding subsection (1), the following documents may be served by email but must also be served by one other method authorized pursuant to clauses 44(1)(a) to (e) of the Act:
  - (a) an administrative penalty;
  - (b) a discipline order;
  - (c) an order with respect to unsafe conditions pursuant to subsection 25(5) of the Act;
  - (d) the revocation of a permit pursuant to section 11 of these regulations.
- (4) If documents are served by email:
  - (a) any documents attached to the email must be in a portable document format or commonly recognized file format accessible by the recipient; and
  - (b) the body of the email must include:
    - (i) the intended recipient's name;
    - (ii) the sender's name, address, telephone number and email address;
    - (iii) the date and time that the email is sent; and
    - (iv) the name and phone number of an individual to call in the event of any technical problem with the email or attachments.
- (5) For the purposes of subsection 44(3) of the Act, a notice, order or other document sent by email pursuant to this section is deemed to be received on the next business day after it was sent.
- (6) All emails sent or received by a local authority or a building official pursuant to this section are records, as defined by *The Local Authority Freedom of Information and Protection of Privacy Act*, and are subject to the requirements of that Act.

#### PART 9 Accessibility Standards

#### **Definitions for Part**

**37**(1) In this Part:

"building area" means the greatest horizontal area of a building above grade within the outside surface of exterior walls;

**"barrier-free"**, with respect to a building, a building area or a facility in a building, means that a person with a disability is able, without assistance, to approach, enter, pass to and from and make use of the building, building area or facility, as the case may be.

- (2) Notwithstanding any other provision of this Part:
  - (a) a building;
  - (b) a building area; or
  - (c) a facility in a building;

that, in the opinion of the appropriate local authority, is barrier-free is deemed to comply with the accessibility standards.

#### **Application of Part**

- **38**(1) Subject to subsection (2), the owner of each building in Saskatchewan shall ensure that the building meets the accessibility standards.
- (2) The accessibility standards do not apply to:
  - (a) a building on which construction was commenced or completed before June 6, 1988, but the accessibility standards do apply to an alteration, renovation or change of occupancy of that building;
  - (b) a building for which a permit was issued before June 6, 1988, but the accessibility standards do apply to an alteration, renovation or change of occupancy of that building;
  - (c) a farm building;
  - (d) any building or class of buildings that is exempted from the application of this Part by these regulations.

#### Major occupancy change

- **39** The owner of the existing building shall ensure that the existing building is made barrier-free in conformance with the NBC if there is a change in the major occupancy of an existing building that:
  - (a) has a building area in excess of 600 m<sup>2</sup>; and
  - (b) is not barrier-free.

#### Alterations and renovations

- 40 If an existing building or part of an existing building that is barrier-free is altered or renovated, the owner of the existing building or part of the existing building shall ensure that:
  - (a) the existing building or part of the existing building remains barrier-free; and
  - (b) the alterations or renovations are made barrier-free in compliance with the NBC.

#### Additions

- **41**(1) Subject to subsection (2), if an addition is made to an existing building, the owner shall ensure that the following are barrier-free in conformance with the NBC:
  - (a) the addition;
  - (b) the existing building, if the addition has internal pedestrian connections with the existing building.
- (2) Subsection (1) does not apply to an existing building:
  - (a) that is not barrier-free; and
  - (b) to which an addition is being made, if the addition is:
    - (i) a vertical addition to a building that has 600 m<sup>2</sup> or less of building area and the addition is one storey that has 600 m<sup>2</sup> or less of floor area;
    - (ii) a horizontal or vertical addition that is to be used as:
      - (A) an apartment building, boarding house, dormitory, convent, lodging house or monastery;

- (B) a shop, store or supermarket with a total retail floor space of less than 50 m<sup>2</sup>; or
- (C) a subsidiary occupancy to an existing building that has a major occupancy described in paragraph (A) or (B); or
- (iii) a horizontal addition where the resulting total building area would be 600 m<sup>2</sup> or less.
- (3) Unless a barrier-free path of travel is provided to an addition required by these regulations to be barrier-free from a barrier-free entrance to the existing building, the owner shall ensure that a barrier-free entrance that conforms to the NBC is provided to the addition.
- (4) If an existing building has a residential occupancy and an addition to the existing building is made to provide more residential suites:
  - (a) the number of suites that are required to be barrier-free pursuant to the NBC is to be based on the sum of suites in the existing building and the addition; and
  - (b) the suites that are required to be barrier-free may be located in the existing building, the addition or both.
- (5) If an addition governed by this section is made to an existing building, the owner of the existing building shall ensure that facilities that are located in the building and that are necessary to enable full use of the addition are barrier-free.

#### Certain facilities exempt

- 42 Notwithstanding any other provision of these regulations, a facility in a building is not required to comply with this Part if the facility:
  - (a) existed before June 6, 1988; and
  - (b) complied with:
    - (i) The Accessibility Standards Regulations and The Building Standards Regulations; or
    - (ii) The Uniform Building and Accessibility Standards Regulations, as those regulations existed on the day before these regulations come into force.

# PART 10 Repeal and Coming into Force

### RRS c U-1.2 Reg 5 and U-1.2 Reg 6 repealed

- 43(1) The Uniform Building and Accessibility Standards Regulations are repealed.
- (2) The Building and Accessibility Standards Administration Regulations are repealed.

#### Coming into force

- **44**(1) Subject to subsection (2), these regulations come into force on the day on which section 1 of *The Construction Codes Act* comes into force.
- (2) If these regulations are filed with the Registrar of Regulations after the date on which section 1 of *The Construction Codes Act* comes into force, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

# **Appendix**

#### Part 1

# Amendments to the National Building Code of Canada 2015

- 1 The National Building Code of Canada 2015 is amended in the manner set forth in this Part.
- **2** Sentence 1.1.1.1.(3) of Division A is repealed.
- **3** Article 1.4.1.2. of Division A is amended:
  - (a) by adding the following definition after the definition of *Alteration*:
    - "Alternative family care home means a dwelling unit used as a single housekeeping unit where care is provided to the residents,
      - that provides sleeping accommodation for not more than  $10\,\mathrm{occupants},$  and
      - that is in a *building* where:
        - the occupancy of the building is either *residential occupancy* or *care occupancy*, and
        - there is not more than one other *dwelling unit* (See Note A-1.4.1.2.(1))"; and
  - (b) by adding the following definition after the definition of *Caisson*:
    - "Capable of self-preservation means that a person is capable of recognizing and responding to an emergency given his or her physical, cognitive and behavioural abilities, and is able to arise and walk, or transfer from a bed or chair to a means of mobility, and leave the *building* or move to a safe location on his or her own without the assistance of another person".
- 4 Sentence A-1.4.1.2.(1) of the Notes to Part 1 of Division A is amended by adding the following information after the second paragraph of the definition of Care Occupancy:

"Care occupancies include occupancies within the following:

- the following buildings that are governed by *The Mental Health Services Act*:
  - an approved home
  - an approved facility providing care service without treatment
  - an in patient facility providing care service without treatment
- the following buildings that are governed by *The Personal Care Homes Act*:
  - a convalescent home
  - a hospice home
  - a personal care home
- buildings that are governed by *The Residential Services Act*:
- the following buildings that are governed by *The Youth Justice Administration Act*, 2019:
  - a custodial home
  - a place of open custody

- the following buildings that are governed by *The Youth Drug Detoxification* and *Stabilization Act*:
  - a detoxification home without treatment
  - a detoxification facility without treatment
- Any other home or other building similar to those mentioned above where *care* is provided".
- 5 Article 1.3.1.1. of Division B is repealed and the following is substituted:

#### "1.3.1.1. Effective Date

- 1) Except as provided in Sentences (2) and (3) or otherwise in this Code, the documents referenced in this Code shall include all amendments, revisions, reaffirmations, reapprovals, addenda and supplements effective to 30 June 2014.
- **2)** All references to CSA B149.1 'Natural Gas and Propane Installation Code' will be a reference to the latest edition adopted pursuant to *The Gas Inspection Regulations*.
- **3)** All references to CSA C22.1 'Canadian Electrical Code, Part 1' will be a reference to the latest edition adopted pursuant to *The Electrical Inspection Regulations*'.
- **6** The following entry is added to Table 1.3.1.2. of Division B where it would appear alpha-numerically:

"ULC Standard Method of Tests 3.4.6.16.(2)

CAN/ULC-S132-16 for Emergency Exit and

Emergency Fire Exit Hardware

7 Article 3.1.2.5. of Division B is repealed and the following substituted:

# "3.1.2.5. Alternative Family Care Homes

- 1) Alternative family care homes with 5 or fewer occupants-in-care and 10 or fewer total occupants are permitted to be classified as residential occupancies within the application of Part 9, but only if:
  - a) interconnected *smoke alarms* are installed in accordance with Article 9.10.19.3.,
  - b) carbon monoxide alarms are installed in accordance with Article 9.32.3.9., and
  - c) emergency lighting is provided in accordance with Article 9.9.12.3.
- 2) Alternative family care homes with 6 or more occupants-in-care and 10 or fewer total occupants are permitted to be classified as residential occupancies within the application of Part 3, but only if:
  - a) interconnected *smoke alarms* are installed in accordance with Article 3.2.4.20.,
  - b) carbon monoxide alarms are installed in accordance with Article 6.9.3.1.,

- c) emergency lighting is provided in accordance with Subsection 3.2.7, and
- d) either:
  - i) the occupants are capable of self-preservation, or
  - ii) the building is sprinklered throughout".
- 8 Sentence 3.2.5.12.(2) of Division B is repealed and the following substituted:
  - "2) Instead of the requirements of Sentence (1), NFPA 13R, 'Installation of Sprinkler Systems in Low-Rise Residential Occupancies,' is permitted to be used for the design, construction and installation of an automatic sprinkler system installed
    - a) in a building of residential occupancy throughout that
      - i) is not more than 4 storeys in building height and conforms to Articles 3.2.2.47., 3.2.2.48., 3.2.2.50., 3.2.2.51., or 3.2.2.54., or
      - ii) is not more than 3 storeys in building height and conforms to Article 9.10.1.3., or
    - b) in a building of care occupancy provided
      - i) it contains not more than 2 suites of care occupancy,
      - ii) it has not more than 10 occupants in each suite, and
      - iii is not more than 3 *storeys* in *building height* and conforms to Articles 3.2.2.42. to 3.2.2.46.

(See Note A-3.2.5.12(2).)".

- **9** Sentence 3.2.5.12.(3) of Division B is repealed and the following substituted:
  - "3) Instead of the requirements of Sentence (1), NFPA 13D, 'Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes,' is permitted to be used for the design, construction and installation of an automatic sprinkler system installed
    - a) in a *building* of *residential occupancy* throughout that contains not more than 2 *dwelling units*, or
    - b) in a *building* of *care occupancy*, provided
      - i) it contains not more than 1 *suite* of *care occupancy*, it has not more than 10 occupants and a 30-minute water supply demand can be met, or
      - ii) it contains not more than 2 *suites* of *care occupancy*, it has not more than 5 occupants in each *suite* and a 30-minute water supply demand can be met.

(See Note A-3.2.5.12(2).)".

- 10 Clause 3.2.7.9.(1)(b) of Division B is amended by adding the words "and the *building* is within the scope of Subsection 3.2.6." after "supplied to the *building*".
- 11 Sentence 3.3.2.7.(1) of Division B is amended by adding the words "locking or" before the word "latching" and by adding the words "lock or" before the word "latch".

- 12 Sentence 3.4.6.16.(2) of Division B is amended by striking out the words "If a door is equipped with a latching mechanism, a device that will release the latch and allow the door to swing wide open" and replacing it with the words "If a door is equipped with a locking or latching mechanism, a device that complies with ULC-S132 'Standard Method of Tests for Emergency Exit and Emergency Fire Exit Hardware' and that will release the lock or latch and allow the door to swing wide open".
- 13 Sentence 3.4.6.16.(3) of Division B is amended by adding the words "lock or" before each occurrence of the word "latch".
- 14 Sentence 3.5.4.1.(1) of Division B is amended by adding the words "that is more than three *storeys* in *building height*" after "If one or more elevators are provided in a *building*".
- 15 The following Article is added after Article 3.8.2.11. of Division B:

# "3.8.2.12. Residential Occupancies

- 1) Notwithstanding Clause 3.8.2.8.(2)(a), in a building of residential occupancy, except where dwelling units are intended to be individually controlled by separate owners, at least the greater of
  - a) one, or
  - b) 5%

of the *suites* required to be accessible by a *barrier-free* path of travel shall be *barrier-free* in conformance with Article 3.8.3.22. (See Article 9.5.2.3.)".

- 16 Clause 3.8.2.8.(2)(a) of Division B is amended by adding the words "except as required in Article 3.8.2.12." after "a suite of residential occupancy or a suite of care occupancy".
- 17 The following Article is added after Article 3.8.3.21. of Division B:

# "3.8.3.22. Residential Occupancies

- 1) Except as provided in this Article, *suites* within a *residential occupancy* that are required to be *barrier-free* shall conform to the applicable requirements of this Article.
- 2) In washrooms there shall be
  - a) a floor space of at least 1 500 mm by 1 500 mm with no encroachment other than the water closet,
  - b) a door that
    - i) swings outward, unless sufficient room is provided within the washroom to permit the door to be closed without interfering with a wheelchair,
    - ii) slides, or
    - iii) is a solid folding door,
  - c) a water closet that conforms to Clauses 3.8.3.11.(1)(d) and (e) and Sentence 3.8.3.13.(1),

- d) a lavatory that conforms to Article 3.8.3.15.,
- e) where a bathtub is provided, a bathtub equipped with
  - i) faucet handles of the lever type without spring loading,
  - ii) a pressure equalizing valve or an automatic thermostatic mixing valve controlled by a lever or other device operable with a closed fist from the seated position,
  - iii) a recessed soap holder that is within reach of a person in a seated position,
  - iv) an integral slip-resistant bottom,
  - v) grab bars that have
    - A) a horizontal section not less than 900 mm in length mounted on the back wall not less than 150 mm nor more than 300 mm above the rim of the bathtub, and
    - B) a vertical section continued from the horizontal section to rise not less than 600 mm from the horizontal section and located not less than 275 mm nor more than 325 mm from the end of the bathtub at which the controls are located, and
  - vi) where a shower is provided, a shower equipped
    - A) without shower doors, and
    - B) with a hand-held shower head with not less than 1 500 mm of flexible hose, located adjacent to the faucets and controls so that it can be reached from the seated position and equipped with a support so that it can operate as a fixed shower head.
- 3) In kitchens there shall be
  - a) a clearance of not less than 1 500 mm between counters and all opposing base cabinets, countertops, appliances or walls, and
  - b) a clear turning circle of not less than 1 500 mm in diameter below countertop height.
- 4) In sleeping rooms there shall be a clear turning circle of not less than 1 500 mm in diameter on one side of the bed.
- **5)** Balconies shall be *barrier-free* and shall conform to the size requirements of Sentence 3.3.1.7.(4).
- 6) Kitchen sinks, laundry sinks and other types of sinks shall have
  - a) faucet handles of the lever type without spring loading,
  - b) no sharp edges or rough corners, and
  - c) all exposed pipes 1 200 mm or less above the floor insulated or otherwise protected where they may constitute a burn hazard".

**18** Article 6.9.3.1. of Division B is repealed and the following substituted:

#### **"6.9.3.1. Carbon Monoxide Alarms**

- 1) This Article applies to every *building* that contains a *residential occupancy*, a *care occupancy* with individual *suites*, a *care occupancy* containing sleeping rooms not within a *suite*, a *treatment occupancy* or a *detention occupancy*, and that also contains
  - a) a fuel-burning *appliance*, or
  - b) a storage garage.
- 2) Carbon monoxide (CO) alarms required by this Article shall
  - a) conform to CAN/CSA-6.19, 'Residential Carbon Monoxide Alarming Devices,'
  - b) be equipped with an integral alarm that satisfies the audibility requirements of CAN/CSA-6.19, 'Residential Carbon Monoxide Alarming Devices,'
  - c) have no disconnect switch between the overcurrent device and the CO alarm, where the CO alarm is powered by the electrical system serving the *suite* (see Note A-6.9.3.1.(2)(c)), and
  - d) be mechanically fixed at a height above the floor as recommended by the manufacturer.
- 3) Where a fuel-burning appliance is installed in a suite of residential occupancy, a suite of care occupancy, a treatment occupancy or in a detention occupancy, a CO alarm shall be installed
  - a) inside each bedroom, or
  - b) outside each bedroom, within 5 m of each bedroom door, measured following corridors and doorways.
- **4)** Where a fuel-burning *appliance* is installed in a *service room* that is not in a *suite* of *residential occupancy*, a *suite* of *care occupancy*, a *treatment occupancy* or in a *detention occupancy*, a CO alarm shall be installed
  - a) either inside each bedroom, or if outside, within 5 m of each bedroom door, measured following corridors and doorways, in every *suite* of *residential occupancy* or *suite* of *care occupancy* that shares a wall or floor/ceiling assembly with the *service room*, and
  - b) in the service room.
- 5) For each suite of residential occupancy, suite of care occupancy, treatment occupancy or detention occupancy that shares a wall or floor/ceiling assembly with a storage garage or that is adjacent to an attic or crawl space to which the storage garage is also adjacent, a CO alarm shall be installed
  - a) inside each bedroom, or
  - b) outside each bedroom, within 5 m of each bedroom door, measured following corridors and doorways".

**19** The following Article is added after Article 8.1.1.3. of Division B:

### "8.1.1.4. Occupational Health and Safety

- 1) In the case of conflict between the provisions of this part and *The Occupational Health and Safety Regulations, 2020*, the provisions of *The Occupational Health and Safety Regulations, 2020* govern".
- **20** Sentence 9.9.6.8.(1) of Division B is amended by adding the words "lock or" before the word "latch".
- 21 Article 9.10.2.2. of Division B is repealed and the following substituted:

# "9.10.2.2. Alternative Family Care Homes

- 1) Alternative family care homes are permitted to be classified as residential occupancies (Group C) provided that the home conforms to Article 3.1.2.5.".
- 22 Sentence 9.10.15.1.(1) of Division B is repealed and the following substituted:

# "1) This Subsection applies to

- a) buildings that contain only dwelling units and have not more than one dwelling unit above another dwelling unit; and
- b) houses with a secondary suite including their common spaces.

(See Note A-9.10.15.1(1).)".

**23** Sentence A 9.10.15.1.(1) of the Notes to Part 9 of Division B is repealed and replaced with the following:

# "A 9.10.15.1.(1) Application of Subsection 9.10.15.

The buildings to which Subsection 9.10.15. applies include:

- traditional individual detached houses with or without a secondary suite,
- semi detached houses (doubles) where each house may contain a secondary suite,
- row houses, where any house may contain a secondary suite (see Sentence 9.10.11.2.(1)), and
- stacked dwelling units where one of them is a secondary suite.

Subsection 9.10.15. does not apply to stacked row houses or multiple unit residential buildings containing more than 4 total units including duplex units or secondary suites.".

24 Article 9.32.3.9. of Division B is repealed and the following substituted:

#### "9.32.3.9. Carbon Monoxide Alarms (See Note A-9.32.3.9.)

- 1) This Article applies to every *building* that contains a *residential occupancy*, a *care occupancy* with individual *suites*, a *care occupancy* containing sleeping rooms not within a *suite* or an *alternative family care home*, and that also contains
  - a) a fuel-burning appliance, or
  - b) a storage garage.

- 2) Carbon monoxide (CO) alarms required by this Article shall
  - a) conform to CAN/CSA-6.19 'Residential Carbon Monoxide Alarming Devices.'
  - b) be equipped with an integral alarm that satisfies the audibility requirements of CAN/CSA-6.19 'Residential Carbon Monoxide Alarming Devices.'
  - c) have no disconnect switch between the overcurrent device and the CO alarm, where the CO alarm is powered by the *dwelling unit's* electrical system, and
  - d) be mechanically fixed at a height recommended by the manufacturer.
- **3)** Where a room contains a solid-fuel-burning *appliance*, a CO alarm conforming to CAN/CSA 6.19 'Residential Carbon Monoxide Alarming Devices' shall be mechanically fixed
  - a) at the manufacturer's recommended height where these instructions specifically mention solid-fuel-burning *appliances*, or
  - b) in the absence of specific instructions related to solid-fuel-burning *appliances*, on or near the ceiling.
- 4) Where a fuel-burning appliance is installed in a suite of residential occupancy, in a suite of care occupancy or in an alternative family care home, a CO alarm shall be installed
  - a) inside each bedroom, or
  - b) outside each bedroom, within 5 m of each bedroom door, measured following corridors and doorways.
- **5)** Where a fuel-burning *appliance* is installed in a *service room* that is not in a *suite* of *residential occupancy*, a *suite* of *care occupancy* or an *alternative family care home*, a CO alarm shall be installed
  - a) either inside each bedroom, or if outside, within 5 m of each bedroom door, measured following corridors and doorways, in every *suite* of *residential occupancy* or *suite* of *care occupancy* that shares a wall or floor/ceiling assembly with the *service room*, and
  - b) in the *service room*.
- **6)** For each *suite* of residential occupancy, a *suite* of *care occupancy* or an *alternative family care home* that shares a wall or floor/ceiling assembly with a *storage garage* or that is adjacent to an attic or crawl space to which the *storage garage* is also adjacent, a CO alarm shall be installed
  - a) inside each bedroom, or
  - b) outside each bedroom, within 5 m of each bedroom door, measured following corridors and doorways.
- 7) Where CO alarms are installed in a house with a *secondary suite*, including their common spaces, the CO alarms shall be wired so that the activation of any one CO alarm causes all CO alarms within the house with a *secondary suite*, including their common spaces, to sound".

#### Part 2

# Model Building Bylaw (title for reference purposes only) LOCAL AUTHORITY

(Name and ID Number)	
BYLAW NO,	_

Pursuant to section 18 of the Act, this building bylaw is deemed to have been adopted by the local authority as the building bylaw pursuant to section 17 of the Act on the day after the date set by the regulations by which the building bylaw was required to be adopted by the local authority as follows: or

A BYLAW RESPECTING BUILDINGS

### SHORT TITLE

1 This bylaw may be cited as the Building Bylaw.

# PURPOSE OF THE BUILDING BYLAW

The purpose of this bylaw is to provide for the administration and enforcement of the Act, the regulations, the National Building Code of Canada, the National Energy Code of Canada for Buildings, ministerial interpretations and Saskatchewan Construction Standards Appeal Board orders and building official orders within the local authority.

# INTERPRETATION/LEGISLATION

- 3 Definitions contained in *The Construction Codes Act*, *The Building Code Regulations* and *The Energy Code Regulations* shall apply in this building bylaw.
  - "Act" means The Construction Codes Act.
  - "building official" means a person who holds a building official licence.
  - "competent person" means a person who is recognized by the local authority as having:
    - (a) a degree, certificate or professional designation; or
    - (b) the knowledge, experience and training necessary to design or review the design and training.
  - "local authority" means the municipality to which this Model Building Bylaw applies.
  - "NBC" means the edition and provisions of the National Building Code of Canada, including revisions, errata and amendments to it, declared to be in force pursuant to the Act and the regulations.
  - "NECB" means the edition and provisions of the National Energy Code of Canada for Buildings, including revisions, errata and amendments to it, declared to be in force pursuant to the Act and the regulations.

"occupancy certificate" means a certificate issued with respect to the approved use or occupancy of a building.

#### "owner" means:

- (a) any person who has any right, title, estate or interest in land, improvements or premises other than that of a mere occupant, tenant or mortgagee;
- (b) any person, firm or corporation that controls the property under consideration; or
- (c) if the building is owned separately from the land on which the building is located, the owner of the building.

"owner's representative" means any person, company, employee or contractor who has authority to act on behalf of an owner.

"permit" means written authorization issued by the local authority or its building official in the form of a building permit.

"plan review" means the examination of building drawings and related documents by a building official to ascertain whether those drawings and documents meet the requirements of the Act and the regulations.

"regulations" means The Building Code Regulations and The Energy Code Regulations.

"SAMA fee" means a fee charged to the local authority by the Saskatchewan Assessment Management Agency with respect to the work.

"value of construction" means the total costs to the owner for the building construction in its completed form and includes the cost of all building work, materials of construction, building systems, labour and overhead, and profit of the contractor and subcontractors.

"work" means any construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of a building.

#### SCOPE OF THE BYLAW

4 This building bylaw applies to all work undertaken or to be undertaken within the geographical jurisdiction of the local authority.

# **GENERAL**

- **5**(1) It is the duty of every owner or the owner's representative of a building in Saskatchewan to ensure that the building and work is in accordance with the Act, the regulations, any associated codes, interpretations and orders and any bylaws adopted by the local authority with which the building is associated.
- (2) It shall be the responsibility of the owner or the owner's representative to arrange for all permits, inspections and certificates required by any other applicable bylaws, Acts and regulations.
- (3) A building or part of a building for which a permit has been granted shall not be occupied before the issuance of an occupancy certificate by the local authority or the building official pursuant to clause 16(11)(h) of the Act.

(4) The provisions of this building bylaw apply to buildings greater than 10 m<sup>2</sup> (107.6 ft<sup>2</sup>) in building area except as otherwise exempted by the Act or the regulations.

#### PERMIT - ISSUANCE

- **6**(1) Every application for a permit for work shall be on the form provided by the local authority, and shall be accompanied by a minimum of two sets of plans and specifications of the proposed building and work.
- (2) Every permit application shall be reviewed and approved by the building official including plan review and approval.
- (3) If the work described in an application for a permit, to the best of the knowledge of the local authority or the building official, complies with the requirements of this building bylaw, the Act, or the regulations, the local authority or the building official shall, on receipt of the required fee, issue a permit on the form provided by the local authority. In addition, one set of the approved plans and specifications will be returned to the owner or the owner's representative with the permit.
- (4) A permit issued pursuant to this building bylaw must include:
  - (a) the name of the person, or company to whom the permit is issued;
  - (b) the period for which the permit is valid;
  - (c) a statement of all fees, deposits or bonds charged for the permit;
  - (d) the scope of work authorized by the permit;
  - (e) the municipal address or legal description of the property on which the work described in the permit is located;
  - (f) the buildings or portion of buildings to which the permit applies;
  - (g) the date of completion of the stages of construction for which a permit holder must inform the local authority;
  - (h) any conditions that the permit holder is required to comply with; and
  - (i) any information required by this building bylaw.
- (5) No person, or company to whom a permit is issued pursuant to the Act shall fail to comply with the terms and conditions of the permit.
- (6) Work must not commence before a permit is issued.
- (7) The permit fee shall be calculated according to the sum of the following:
  - (a) a permit administration fee listed in a fee bylaw for the processing, handling and issuance of a permit;
  - (b) the fees for plan review, field inspection of construction and enforcement in accordance with a fee bylaw or the agreement between the provider of building official services and the local authority;
  - (c) the fees charged by the Saskatchewan Assessment Management Agency; and
  - (d) a deposit, if required, in an amount determined by the local authority.
- (8) If a deposit is collected it shall, on request by the owner or owner's representative, be refundable on satisfactory completion of the work or on approval of use or occupancy of the building by the local authority or the building official.

- (9) All permit fees and deposits will be collected before the permit is issued and subject to any applicable taxes.
- (10) The local authority or the building official may establish the value of construction for the work described in an application for a permit, for the purpose of calculating a permit fee, based on established current construction costs, the owner's or the owner's representative statement of costs or constructor's contract values, or similar methods selected by the local authority or the building official.
- (11) It is the responsibility of the owner or the owner's representative to ensure that all notifications required by section 7 of the Act and this building bylaw are given to the local authority and that all inspections are scheduled and completed. Failure to do so may result in additional fees for follow-up inspections.
- (12) The owner or the owner's representative will be invoiced by the local authority for additional inspection fees and payment of the inspection fees will be due on receipt of an invoice. Unpaid inspection fees will be considered a debt due to the local authority and may be recovered from the owner of the land or premises in or on which the work was carried out as per the Act.
- (13) The local authority may, at its discretion, rebate a portion of a permit fee or deposit where work is reduced in scope or discontinued, or where other exceptional circumstances occur.

#### PERMITS - REFUSAL TO ISSUE

- **7**(1) The local authority may refuse to issue a permit if:
  - (a) the proposed work described on the permit application would contravene:
    - (i) the Act;
    - (ii) the regulations;
    - (iii) an order of the appeal board;
    - (iv) a written interpretation of the minister pursuant to section 8 of the Act; or
    - (v) the local authority's building bylaw;
  - (b) the person who designed or reviewed the design of a proposed building that is within the scope of Part 9 of the NBC is not a competent person;
  - (c) the person who designed or completed a design review of a proposed building that is within the scope of the NECB is not an architect or engineer;
  - (d) the application for a permit is incomplete;
  - (e) any fees, deposits or bonds required pursuant to the local authority's building bylaw for the issuance of a permit have not been paid; or
  - (f) the proposed work described on the permit application would contravene any other Act, regulations or bylaw that applies to the proposed work.
- (2) Where the local authority refuses to issue a permit pursuant to subsection (1), the local authority shall:
  - (a) provide written notice to the applicant as to the reasons for the local authority's refusal to issue a permit; and

- (b) refund any fee or deposit paid as part of the permit application for work pursuant to the Act, less any fees paid for:
  - (i) plan review; and
  - (ii) permit application or administration.

# **PERMITS - REVOCATION**

- **8**(1) The local authority may revoke a permit issued pursuant to the Act:
  - (a) if the holder of the permit requests in writing that it be revoked;
  - (b) if the permit was issued on mistaken, false or incorrect information;
  - (c) if the permit was issued in error;
  - (d) subject to subsection (2), if, after 6 months after the permit's issuance, the work for which the permit was issued has not, in the opinion of the local authority's building official, been seriously commenced and no written agreement for the delay has been given by the local authority; or
  - (e) subject to subjection (2), if the work for which the permit was issued is, in the opinion of the local authority's building official, substantially suspended or discontinued for a period of more than 6 months after the permit's issuance and no written agreement for the delay has been given by the local authority.
- (2) If the local authority revokes a permit pursuant to subsection (1) it shall provide written notice to the permit holder as to the reasons for the revocation.

#### PERMITS - EXPIRY

- **9**(1) The expiry of a permit does not relieve the owner or the owner's representative from the obligation to complete the work approved in the permit.
- (2) All permits issued pursuant to this building bylaw shall expire on the date stated in the permit, or if no date is stated:
  - (a) twenty-four months from date of issue;
  - (b) six months from date of issue if work is not commenced within that period;
  - (c) on the date specified by the local authority if work has not seriously commenced and is suspended for a period of six months; or
  - (d) on the date specified by the local authority if work has been suspended with written permission by the local authority or building official and the agreed upon period has been exceeded.
- (3) An owner or the owner's representative that does not complete all the work listed on a permit before the permit expires shall apply to the local authority that issued the permit do one of the following:
  - (a) revoke the permit;
  - (b) extend the term of the permit;
  - (c) vary the condition of the permit.
- (4) The local authority may revoke, extend or vary the conditions of a permit on written application of the permit holder and subject to any condition or fees listed in the bylaw.

#### **ENFORCEMENT**

10 The local authority or the building official may take any measures as permitted by section 24, 25 or 26 of the Act and sections 13 and 14 of *The Building Code Regulations* for the purpose of ensuring compliance with this building bylaw.

#### **NOTIFICATION**

- **11**(1) The owner or the owner's representative of a building to be constructed shall ensure that the local authority is notified of:
  - (a) when excavation is to be commenced:
  - (b) when the foundation is to be placed;
  - (c) when a superstructure is to be placed on the foundation;
  - (d) any other event at the time required by the permit under which work has been undertaken; and
  - (e) any other specified event at the specified time.
- (2) Before commencing work at a building site, the owner or the owner's representative shall give notice to the local authority of:
  - (a) the date on which the owner or the owner's representative intends to commence the work; and
  - (b) subject to subsection (8), the name, address and telephone number of:
    - (i) the constructor or other person in charge of the work;
    - (ii) the designer of the work;
    - (iii) the person or firm that is to review the work to determine whether or not the construction conforms to the design; and
    - (iv) any inspection or testing agency that is engaged to monitor the work.
- (3) During the course of construction, the owner or the owner's representative shall give notice to the local authority of:
  - (a) subject to subsection (8), any change in, or termination of, the employment of a person or firm mentioned in clause (2)(b);
  - (b) the owner's or owner's representative intent to do any work that has been ordered by a building official or local authority to be inspected during construction;
  - (c) the owner's or owner's representative intent to enclose work that has been ordered by a building official or local authority to be inspected before enclosure;
  - (d) subject to subsection (8), any proposed deviation from the plans approved and permitted by the local authority;
  - (e) subject to subsection (8), any construction undertaken that deviates from the plans approved and permitted by the local authority; and
  - (f) the completion of work.

- (4) Subject to subsection (8), the owner or the owner's representative of a building under construction shall give notice to the local authority of:
  - (a) any change in ownership or change in address of the owner or the owner's representative that occurs before the issuance of an occupancy certificate as soon as the change occurs; and
  - (b) the owner's or owner's representative intention to occupy a portion of the building if the building is to be occupied in stages.
- (5) The owner of a building or the owner's agents, contractors, employees, successors or assigns or the registered owner of the land on which the building is situated shall submit a written report to the local authority of the occurrence of the following that causes or has the potential to cause serious injury or loss of life:
  - (a) structural failure of the building or part of the building;
  - (b) failure of any equipment, device or appliance that is regulated by the Act or the regulations.
- (6) A report submitted pursuant to subsection (5) must:
  - (a) contain:
    - (i) the name and address of the owner;
    - (ii) the address or location of the building involved in the failure;
    - (iii) the name and address of the constructor of the building; and
    - (iv) the nature of the failure: and
  - (b) be submitted to the local authority within 15 days after the occurrence of the failure mentioned in clause (5)(a) or (b).
- (7) On receipt of the report pursuant to subsection (5), the local authority may require an owner to do the following:
  - (a) provide any other information that the building official or local authority may consider necessary;
  - (b) complete any additional work that is necessary to ensure compliance.
- (8) Notice given pursuant to clause (2)(b), (3)(a), (3)(d), (3)(e) or subsection (4) is to be in writing.

### SPECIAL CONDITIONS

- 12(1)An owner or the owner's representative that undertakes to construct or have constructed a building that is within the scope of Parts 3, 5, 6 and 7 of the NBC shall have an architect or engineer complete the design or design review of:
  - (a) the building; and
  - (b) all building systems.
- (2) An owner or the owner's representative that undertakes to construct or have constructed a building with a structure that is within the scope of Part 4 of the NBC shall have an architect or engineer complete:
  - (a) the design or design review of the structure;

- (b) an inspection of construction of the structure to ensure compliance with the design; and
- (c) the reviews required by the NBC.
- (3) An owner or the owner's representative that undertakes to construct or have constructed a building with a structure within the scope of the NECB shall have an architect or engineer complete:
  - (a) the design or design review of the structure;
  - (b) the inspection of construction of the structure to ensure compliance with the design; and
  - (c) the reviews required by the NECB.
- (4) In addition to the requirements of subsection (1), (2) or (3), the local authority or building official shall require that an engineer or architect provide:
  - (a) a Commitment for Field Review letter as part of the permit application for work; and
  - (b) an Assurance of Field Review and Compliance letter, on completion of the work, providing assurance that the work conforms to the engineer's or architect's design.
- (5) An owner or the owner's representative that undertakes to construct or have constructed a building that is within the scope of Part 9 of the NBC shall ensure that a competent person has designed or reviewed the design of the building.
- (6) An owner or the owner's representative shall ensure that copies of any inspection or review reports made pursuant to this section are made available to a building official or the local authority on the request of the building official or local authority, as the case may be.
- (7) No owner of a building or an owner's representative shall cause or allow the ground elevations of a building to be changed so as to place in contravention of the NBC:
  - (a) the building or part of the building; or
  - (b) an adjacent building.
- (8) If the property boundaries of a building lot are changed so as to place a building or part of a building in contravention of the NBC, the owner or the owner's representative shall immediately alter the building or part of the building to bring it into compliance with the NBC.

#### PENALTY

- **13**(1) Any person who contravenes any of the provisions of this building bylaw may be subject to the penalties provided in Part 8 of the Act.
- (2) Conviction of a person or corporation for breach of any provision of this building bylaw shall not relieve the person or corporation from compliance with the Act and regulations.

# REPEAL OF BYLAW(S)

14 On enactment of this building bylaw, all previous building bylaws, including building bylaw amendments, are repealed.

# ${\bf Part~3}$ ${\bf TABLE~1}$ Examination and Licence Fees for Building Officials

	Item	$\it Fee/Deposit$
1.	Building Official Class 1, 2 or 3 examination	\$200
2.	Building Official Class 1, 2 or 3 re-marking of examination	50
3.	Building Official Class 1 licence	50 for one year, 200 for five years
4.	Building Official Class 2 licence	50 for one year, 200 for five years
5.	Building Official Class 3 licence	50 for one year, 200 for five years
6.	Building Official Temporary licence	50 per year
7.	Building Official Restricted licence	50 per year
8.	Duplicate licence	25
9.	Appeal of a building official's order	200
	Application for an exemption from accessibility standards	200
	Application for an interpretation of a provision of a Construction Code	500

# SASKATCHEWAN REGULATIONS 125/2021

# The Construction Codes Act

Sections 5 and 45

Order in Council 596/2021, dated December 1, 2021

(Filed December 2, 2021)

# PART 1 Preliminary Matters

Title

1 These regulations may be cited as *The Energy Code Regulations*.

# Definitions and interpretation

**2**(1) In these regulations:

"Act" means The Construction Codes Act;

"addition" means any new construction expanding an existing building, either horizontally or vertically, that is a conditioned space and increases the building's floor surface area by more than 10 square metres;

# "existing building" means a building:

- (a) on which work was commenced or completed before June 6, 1988; or
- (b) on which work was not commenced but for which a valid building permit was issued before June 6, 1988 pursuant to a bylaw of the appropriate local authority;
- "NECB" means the edition and provisions of the National Energy Code of Canada for Buildings, including revisions, errata and amendments to it, declared to be in force pursuant to the Act and these regulations;
- "owner's representative" means any person, corporation, employee or contractor who has authority to act on behalf of an owner;
- "permit" means a permit issued pursuant to The Construction Codes Act;
- "work" means any design, construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of a building.
- (2) Words, phrases, symbols or abbreviations used in the NECB that are not defined in the Act, regulations pursuant to the Act or the NECB have the meanings that are commonly assigned to them in the context in which they are used in the NECB, taking into account the specialized use of terms within the various trades and professions to which the words and phrases apply.
- (3) For the purposes of these regulations, the Provincial Capital Commission is a local authority.

# PART 2 Adoption and Application of Energy Codes

#### Code

- **3**(1) The National Energy Code of Canada for Buildings 2017 is declared to be in force, including revisions and errata issued by the Canadian Commission on Building and Fire Codes of the National Research Council of Canada from time to time.
- (2) Notwithstanding subsection (1) but subject to subsection (4), the edition of the NECB that was in force on the day that the permit was issued applies to any work:
  - (a) for which a permit is issued before the day on which an edition of the NECB is declared to be in force or any revisions, errata or amendments come into force; and
  - (b) that is not completed on the day on which that edition is declared to be in force.
- (3) No person shall fail to comply with the edition of the NECB that is in force at the time the permit for the work to be undertaken was issued.
- (4) Notwithstanding any other provision of this section, the NECB does not apply to the alteration, repair, renovation or relocation of a building to which construction standards apply and for which construction began before January 1, 2019.
- (5) With respect to the edition of the NECB that is adopted pursuant to this section, the minister shall cause information respecting the edition of the NECB that is in force, the period for which the NECB is in force and where that edition may be accessed:
  - (a) to be posted on the website of the ministry; and
  - (b) to be made public in any other manner that the minister considers appropriate.

# Compliance with The Building Code Regulations

4 Any person to whom or corporation to which the Act and these regulations apply shall also comply with the requirements of *The Building Code Regulations* with respect to work on a proposed or existing building to which the NECB applies.

# Permits

**5** Part 3 of *The Building Code Regulations* applies, with any necessary modification, to a permit issued pursuant to the Act with respect to work to which the NECB applies.

# PART 3 Owner's Responsibilities

#### Review by architect or engineer

- **6** An owner who undertakes to construct or have constructed a building within the scope of the NECB shall have an architect or engineer complete:
  - (a) the design or design review of the structure;
  - (b) an inspection of construction of the structure to ensure compliance with the design; and
  - (c) the reviews required by the NECB.

# Compliance with NECB

7 No owner or owner's representative shall allow or cause a building that is subject to the NECB to cease to comply with the edition of the NECB that applies to that building as a result of subsequent work on or to that building.

# PART 4 Coming into Force

# Coming into force

- **8**(1) Subject to subsection (2), these regulations come into force on the day on which section 1 of *The Construction Codes Act* comes into force.
- (2) If these regulations are filed with the Registrar of Regulations after the date on which section 1 of *The Construction Codes Act* comes into force, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

# SASKATCHEWAN REGULATIONS 126/2021

# The Construction Codes Act

Sections 5 and 45

Order in Council 597/2021, dated December 1, 2021

(Filed December 2, 2021)

# PART 1 Preliminary Matters

Title

1 These regulations may be cited as *The Plumbing Code Regulations*.

#### Definitions and interpretation

- **2**(1) In these regulations:
  - "Act" means The Construction Codes Act;
  - "chief plumbing administrator" means an individual appointed by a local authority pursuant to section 7 to oversee plumbing inspections within that local authority;
  - "chief plumbing inspector" means the person appointed pursuant to section 6;
  - "communal sewage works" means any works used in the collection, storage, transmission, treatment or disposal of sewage for more than 1 property;
  - "communal waterworks" means a system of piping and appurtenances used in the supply, collection, treatment, storage or distribution of water for more than 1 property;
  - "competent person" means a person who is recognized by the appropriate local authority as having:
    - (a) a degree, certificate or professional designation that is relevant to water services or building sewers; or
    - (b) the knowledge, experience and training necessary to properly install or design:
      - (i) a water service; or
      - (ii) a building sewer;
  - "CSA" means the CSA Group;
  - "CSA Standards" means the standards published by the CSA Group;
  - **"inspection"** means the inspection of work respecting plumbing systems to ascertain compliance with the Act and regulations;
  - "local authority" means a local authority mentioned in section 4;

"manufactured structure" means a structure, all or a significant proportion of which is built at an off-site location, that is intended for permanent or year-round living or other use;

"mobile home" means a manufactured structure, consisting of single or multiple modules, that is or may be equipped with running gear and that is intended for relocation:

"NPC" means the edition and provisions of the National Plumbing Code of Canada, including appendices, revisions and errata, subject to the amendments set out in Appendix A, declared to be in force pursuant to the Act and these regulations;

"owner's representative" means any person, corporation, employee or contractor who has authority to act on behalf of an owner;

"permit" means a permit issued pursuant to section 23;

"plan review" means the examination of building drawings and related documents to ascertain whether they meet the requirements of the Act and these regulations;

"plumbing system" means the whole or any part of a drainage system, a venting system or a water system, but does not include a private sewage works;

"private sewage works" means private sewage works as defined in *The Private Sewage Works Regulations*;

"reclaimed water" means sewage or another source of water that is typically discharged after a single use but that is recovered for the purposes of water reuse:

"trailer" means a structure:

- (a) designed to provide a temporary living accommodation for travel, vacation or recreational use:
- (b) that is driven, towed or transported; and
- (c) having an overall length not exceeding 12.5 metres and an overall width not exceeding 2.6 metres, the width being measured as the sum of the distances from the vehicle centre line to the outmost projections on each side;

"water reuse" means the practice of treating and utilizing reclaimed water for the purposes of toilet and urinal flushing within:

- (a) a single family dwelling unit that is occupied by the owner of the unit;
- (b) any public building; or
- (c) if approved by the local authority, any other building;

# "work" means:

- (a) any design, installation, construction, addition, renovation, alteration, repair, removal or operation of a plumbing system; or
- (b) the connection of a plumbing system to communal sewage works or communal waterworks.

- (2) Unless otherwise provided for in the Act or these regulations, words, symbols and abbreviations used in these regulations that are defined in the NPC have the same meaning in these regulations as in the NPC.
- (3) In these regulations, a reference to a local authority with respect to a plumbing system is a reference to the local authority that has jurisdiction over the area in which the plumbing system is to be designed, installed, constructed, extended, renovated, altered, repaired, removed, operated or connected to communal sewage works or communal waterworks.

### Application of regulations

- **3**(1) Subject to subsection (2), these regulations apply to the design, installation, construction, addition, renovation, alteration, repair, removal or operation of plumbing systems and the connection of plumbing systems to communal waterworks and communal sewage works.
- (2) These regulations do not apply to private sewage works.

#### Local authorities

- 4 For the purposes of clause 45(d) of the Act, the following are prescribed as local authorities and each has the duty to administer and enforce the Act, these regulations and any adopted codes, standards, minister's interpretations, appeal board interpretations and orders made pursuant to these regulations for buildings within its geographical or jurisdictional area:
  - (a) the City of Lloydminster;
  - (b) the City of Regina;
  - (c) the City of Saskatoon;
  - (d) the Global Transportation Hub;
  - (e) the Technical Safety Authority of Saskatchewan.

# PART 2 National Plumbing Code

#### National Plumbing Code of Canada

- 5(1) The National Plumbing Code of Canada 2015, issued by the Canadian Commission on Building and Fire Codes of the National Research Council of Canada, as amended from time to time, including any appendices, revisions and errata is adopted and declared to be in force, subject to the amendments set out in Appendix A.
- (2) Notwithstanding subsection (1), the edition of the NPC that was in force on the day on which the permit was issued applies to any work:
  - (a) for which a permit is issued before the day on which an edition of the NPC is declared to be in force or any appendix, revision or errata comes into force; and
  - (b) that is not completed on the day on which that edition is declared to be in force.
- (3) No person shall fail to comply with the edition of the NPC that is in force at the time the permit for the work to be undertaken was issued.

- (4) With respect to the edition of the NPC that is adopted pursuant to this section, the minister shall cause information respecting the edition of the NPC that is in force, the period for which the NPC is in force and where that edition may be accessed:
  - (a) to be posted on the website of the ministry; and
  - (b) to be made public in any other manner that the minister considers appropriate.

# PART 3 Plumbing Inspectors

#### Chief plumbing inspector

- **6**(1) The chief plumbing inspector is the individual appointed for the purposes of section 26 of *The Technical Safety Authority of Saskatchewan Act*.
- (2) The chief plumbing inspector may advise and provide recommendations and assistance to local authorities or any other persons respecting the following:
  - (a) the promotion of compliance with the NPC;
  - (b) the establishment of a plumbing inspector services agreement or an interjurisdictional area to plan, organize, and deliver plumbing inspector services:
  - (c) the standards for plumbing inspector services;
  - (d) any other matter that the minister may direct.
- (3) The chief plumbing inspector has the powers of a plumbing inspector pursuant to section 9.

#### Chief plumbing administrator

- 7(1) A local authority may appoint a chief plumbing administrator to oversee plumbing inspections within the local authority.
- (2) A chief plumbing administrator has the powers of a plumbing inspector pursuant to section 9.

#### Plumbing inspectors

- **8**(1) On the request of a local authority, the chief plumbing inspector may appoint any competent person to act as a plumbing inspector within the local authority.
- (2) A chief plumbing administrator may appoint any competent person to act as plumbing inspector within the jurisdiction of the local authority that appointed the chief plumbing administrator.

# Powers of plumbing inspectors

- **9**(1) A plumbing inspector appointed pursuant to section 8 has the powers of a building official pursuant to section 24 of the Act with respect to ensuring compliance with these regulations.
- (2) A plumbing inspector who is satisfied that these regulations, a plumbing bylaw or the terms and conditions of a plumbing permit are being contravened may issue an order in writing in accordance with section 25 of the Act.

- (3) No plumbing inspector shall use the powers provided in subsection (1) or (2) to enforce any bylaw other than a plumbing bylaw passed in accordance with the Act.
- (4) Subject to subsection (5), no plumbing inspector shall inspect any work on behalf of a local authority with respect to any building in the local authority's jurisdiction that the plumbing inspector has performed or in which the plumbing inspector has any direct or indirect interest.
- (5) A plumbing inspector may inspect any work on behalf of a local authority with respect to any building in the local authority's jurisdiction that the plumbing inspector has performed or in which the plumbing inspector has any direct or indirect interest with prior written permission from the local authority.

#### Form and content of plumbing inspector orders

- 10 An order pursuant to subsection 9(2) must:
  - (a) be written in a legible manner;
  - (b) identify the date on which the order is issued;
  - (c) include:
    - (i) the name of the person to whom the order is issued;
    - (ii) the municipal address or legal description of the property on which the thing, process or activity that is the subject-matter of the order is located;
    - (iii) the name of the plumbing inspector who is issuing the order; and
    - (iv) the local authority under whose appointment the plumbing inspector is acting:
  - (d) state that it is an order pursuant to the Act;
  - (e) identify the provision of the Act pursuant to which the order is issued;
  - (f) identify the provision of the Act, regulation, code or bylaw, or term or condition of a permit, that has been contravened;
  - (g) identify:
    - (i) the actions that are ordered to occur;
    - (ii) the actions that are ordered to cease occurring; or
    - (iii) any combination of actions that are ordered to occur or cease occurring;
  - (h) identify the date by which any action or cessation of action required pursuant to clause (g) must be completed;
  - (i) identify the date by which any tests or samples that may be required pursuant to the order must be submitted to the plumbing inspector named in subclause (c)(iii) or to the local authority mentioned in subclause (c)(iv);
  - (j) include information and instructions with respect to the procedure to file an appeal of the order with the chief codes administrator;

- (k) state that non-compliance with the order is an offence pursuant to the Act; and
- (l) state that orders can be registered by the local authority in the Land Titles Registry 61 days after the date on which the order is received by the owner.

# Plumbing inspector orders - Land Titles Registry

- 11(1) For the purposes of subsection 20(6) of the Act, a local authority shall cause an interest to be discharged within 30 days after the conditions mentioned in clause 20(6)(a) or (b), as the case may be, of the Act have been met.
- (2) If the appeal board varies a plumbing inspector's order after an interest is registered in the Land Titles Registry, the local authority shall ensure the interest in the Land Titles Registry is updated to reflect the appeal board's decision within 30 days after the appeal board's decision.
- (3) If the appeal board revokes a plumbing inspector's order after an interest is registered in the Land Titles Registry, the local authority shall ensure the interest in the Land Titles Registry is discharged within 30 days after appeal board's decision.

# PART 4 Responsibilities

# Compliance with NPC

12 No person who designs, installs, constructs, extends, renovates, alters, repairs, removes, or operates a plumbing system or connects a plumbing system to communal waterworks or communal sewage works shall fail to comply with these regulations or the NPC.

# Responsibility of owner

- **13**(1) On the issuance of a permit with respect to the owner's building, the owner must:
  - (a) comply with the terms and conditions of the permit; and
  - (b) undertake to have the work performed in accordance with the Act, these regulations and the NPC.
- (2) If a permit has been issued on the basis of an application accompanied by plans and specifications required pursuant to these regulations, the owner must cause the work to be carried out in a manner consistent with the information contained in those plans and specifications, unless the local authority gives its prior written approval for a deviation.
- (3) Notwithstanding the issuance of a permit, the approval of plans or specifications, the approval of a test or inspection, or any other act of the local authority, the owner and any owner's representative shall ensure that all work undertaken pursuant to these regulations complies with the requirements of the Act, these regulations and the NPC.

# **False Information**

- 14 No person shall knowingly submit false or misleading information to:
  - (a) a plumbing inspector;
  - (b) a local authority;
  - (c) the chief plumbing inspector;

- (d) a chief plumbing administrator;
- (e) the minister; or
- (f) any person employed by the minister or a local authority to administer and enforce these regulations.

#### No relief of obligation to comply with the NPC

- 15 An owner of a building or an owner's contractor or employee is not relieved from the obligation to carry out any work that is within the scope of section 6 of the Act and section 3 of these regulations in accordance with the NPC by reason only of:
  - (a) the granting of a permit;
  - (b) the review of drawings and specifications;
  - (c) the making of inspections; or
  - (d) the absence or omission of any of the things mentioned in clauses (a) to (c).

#### **Unsafe Conditions**

- **16**(1) No owner or owner's representative shall cause, authorize or maintain any unsafe condition in any work on a plumbing system.
- (2) The owner of a building or that owner's representative shall immediately take all necessary steps to put a plumbing system in a safe condition if the plumbing system:
  - (a) is in an unsafe condition; or
  - (b) for any reason or at any time develops or acquires an unsafe condition.
- (3) If occupancy of a building or part of a building occurs before the completion of any work being carried out in, on or about the building or part of the building, the owner shall ensure that no occupant is exposed to an unsafe condition resulting from the work being carried out.

# Availability of plans

- 17 The owner or the owner's representative shall ensure that the approved plans, specifications, permit, and related documents and drawings for a plumbing system undergoing work are available at the work site during the hours in which work is underway for inspection by:
  - (a) a plumbing inspector; and
  - (b) the person or firm that is to review the work pursuant to the NPC.

#### Connection to sewage works

18 The owner of any building in which plumbing fixtures are installed shall ensure that the fixtures are connected to communal sewage works or private sewage works in accordance with these regulations.

# PART 5 Permits

#### Permit required re construction, renovation, etc.

**19**(1) Subject to subsections (2) and (3), no person shall establish, install, construct, extend, renovate, alter, repair, or remove a plumbing system, or connect a plumbing system to communal sewage works or communal waterworks, except pursuant to the authority of a permit.

- (2) Subsection (1) does not apply to:
  - (a) the repair or replacement of a valve, faucet or fixture;
  - (b) the repair of a leak;
  - (c) forcing out a stoppage if no change in the piping is required; or
  - (d) if no extension of the plumbing system is required, the installation of a water treatment device, underground sprinklers or a domestic dishwashing machine or laundry machine.
- (3) Subject to subsection (4), subsection (1) does not apply to a plumbing system within a structure if the structure conforms to the following applicable standard at the time of construction:
  - (a) the CSA standard Z240 MH Series-09, Manufactured Homes, as amended from time to time:
  - (b) the CSA standard Z240 RV Series-08, Recreational Vehicles, as amended from time to time;
  - (c) the CSA standard CAN/CSA Z241 Series-03, Park Model Trailers, as amended from time to time: or
  - (d) the CSA standard A277-08, Procedure for Factory Certification of Buildings, as amended from time to time.
- (4) Notwithstanding subsection (3), if the plumbing system in a structure mentioned in subsection (3) that is permanently connected to communal waterworks or communal sewage system is extended, renovated, altered, or repaired, subsection (1) applies.

#### Permit required - connection to water pipelines

- **20** Except pursuant to the authority of a permit, no person shall connect a plumbing system to:
  - (a) a water pipeline as defined in *The Waterworks and Sewage Works Regulations* for which a permit is required pursuant to section 24 of *The Environmental Management and Protection Act, 2010*; or
  - (b) a limited-scope water pipeline as defined in  $\it The\ Health\ Hazard\ Regulations$ .

#### Eligibility for permit

- **21**(1) A person is eligible to apply for a permit if the person:
  - (a) holds a Journeyperson Certificate of Qualification in the plumber trade issued pursuant to section 29 of *The Apprenticeship and Trade Certification Commission Regulations*, 2020;
  - (b) holds a journey person's certificate in the plumber trade issued by another province or territory of Canada; or
  - (c) employs one or more of the persons mentioned in clause (a) or (b).

- (2) In the case of plumbing that is to be done in a single family dwelling unit, the owner of the unit is eligible to apply for a permit if:
  - (a) the plumbing system is not to be connected to communal waterworks or communal sewage works; and
  - (b) the dwelling unit is intended to be used exclusively for living quarters and will be occupied by the owner.
- (3) In the case of plumbing to connect a plumbing system to a water pipeline mentioned in clause 20(a) or (b), a competent person is eligible to apply for a permit.

# Application for permit

- **22**(1) An applicant for a permit must:
  - (a) apply to the local authority in a form acceptable to the local authority;
  - (b) subject to subsections (2) to (4), provide the local authority with:
    - (i) a specification or abstract of the proposed work;
    - (ii) if more than 5 fixtures are to be installed, a plan that shows the location and size of each building drain and of each trap or inspection piece that is on the building drain; and
    - (iii) if the plumbing includes a water reuse system that utilizes sewage:
      - (A) a detailed description of the water reuse system;
      - (B) evidence establishing to the satisfaction of the local authority that the water reuse system conforms to CSA B128.1 Design and installation of non-potable water systems; and
      - (C) a statement indicating that the owner of any communal waterworks or communal sewage works that serves the location in which the plumbing is to be installed consents to the installation of the water reuse system;
  - (c) provide any other information or material that the local authority may reasonably require; and
  - (d) submit to the local authority any fees required by the local authority.
- (2) Subclauses (1)(b)(i) and (ii) do not apply to a permit with respect to a building that contains at least 1 but not more than 2 dwelling units.
- (3) A local authority may exempt a person from the application of subclauses (1)(b)(i) and (ii) if the local authority is of the opinion that it is in the public interest to do so.
- (4) An exemption granted pursuant to subsection (3) must be in writing or in the manner set out in the local authority's plumbing bylaw.

# Permits - issuance

- **23**(1) If an application has been made for a permit, the local authority may:
  - (a) issue the permit, subject to any reasonable terms or conditions; or
  - (b) refuse to issue the permit.

- (2) Without restricting the generality of clause (1)(b), the local authority may refuse to issue a permit to a person who:
  - (a) has not paid any required fee;
  - (b) at the time of applying for the permit, has defective work outstanding;
  - (c) has submitted an incomplete application, or an application that contains false or misleading information;
  - (d) in the opinion of the relevant local authority, has demonstrated an inability to perform the work in a manner that is safe and acceptable;
  - (e) has failed to comply with the Act, these regulations or any terms or conditions of a permit; or
  - (f) has failed to make repairs or corrections that are directed by the local authority pursuant to these regulations.
- (3) No local authority shall unreasonably refuse to issue a permit.
- (4) A local authority that refuses to issue a permit pursuant to subsection (1) shall provide written notice to the applicant as to the reasons for the local authority's refusal to issue a permit and refund any fee or deposit paid as part of the permit application.

#### Permits - expiry

- **24**(1) Subject to subsection (2), a permit ceases to be valid if the work for which the permit is issued is not commenced within 180 days after the date of issue or is not completed 2 years after the date of issue.
- (2) If a local authority establishes the duration of a permit in a bylaw, the bylaw shall prevail.
- (3) Subject to subsection (4), if all work listed on a plumbing permit is not completed before the plumbing permit expires, the owner shall apply to the local authority that issued the plumbing permit to do one of the following:
  - (a) revoke the plumbing permit;
  - (b) extend the term of the permit;
  - (c) vary the conditions of the plumbing permit.
- (4) A local authority may revoke, extend or vary a plumbing permit on written application of the owner and subject to any conditions or fees listed in the local authority's plumbing bylaw.
- (5) No owner or owner's representative shall allow a building or part of a building to be in an unsafe condition by reason of the expiration of a plumbing permit.
- (6) The expiration of a plumbing permit does not prevent a plumbing inspector or local authority from taking any action necessary for the purposes of ensuring compliance with the provisions of the Act, regulations or the terms and conditions of a plumbing permit.

- (7) A plumbing inspector may issue an order pursuant to section 25 of the Act for any plumbing permit that expires if:
  - (a) the work listed on the plumbing permit application remains incomplete and the owner has failed to apply to the local authority to revoke, extend or vary the plumbing permit; or
  - (b) an unsafe condition exists because the work listed on the plumbing permit is not completed.
- (8) A plumbing inspector may direct a local authority to cause an interest to be registered in the Land Titles Registry against the title to the land based on an order written pursuant to subsection (7) with respect to an expired plumbing permit.

### Permits - revocation

- **25**(1) A local authority may revoke a permit issued pursuant to section 23 of these regulations:
  - (a) if the owner requests in writing that it be revoked;
  - (b) if the permit was issued on mistaken, false or incorrect information;
  - (c) if the permit was issued in error;
  - (d) subject to subsection (2), if, after 180 days after the permit's issuance, the work for which the permit was issued has not, in the opinion of the local authority's plumbing inspector, been seriously commenced and the local authority has not agreed, in writing, to allow the delay;
  - (e) subject to subsection (2), if the work for which the permit was issued is, in the opinion of the local authority's building official, substantially suspended or discontinued for a period of more than 180 days and the local authority has not agreed, in writing, to allow the delay; or
  - (f) for any other reason listed in the local authority's plumbing bylaw.
- (2) For the purposes of clauses (1)(d) and (1)(e), if a local authority passes a bylaw that sets out minimum times within which work must commence or for which work can be suspended or discontinued, the bylaw prevails.
- (3) A local authority that revokes a permit pursuant to subsection (1) shall provide written notice to the owner within 5 business days after the date of the revocation as to the reasons for the revocation.

#### Permit fees

**26** A local authority may set its own permit fees by bylaw.

# PART 6 Inspections

# Inspection of plumbing system

- **27**(1) A plumbing system for which a permit is required pursuant to these regulations:
  - (a) may be inspected or tested by the local authority at any time; and
  - (b) shall not be put into use until any requirements set out in any order of the plumbing inspector have been met.

- (2) An owner or owner's representative who has executed work for which a permit has been issued shall notify the local authority when the work is ready for inspection or testing.
- (3) The owner or owner's representative shall provide any equipment, material, power and labour that is required for the inspector to conduct the inspection or testing.
- (4) Without restricting the generality of clause (1)(b), the local authority may refuse to inspect a plumbing system for a person who:
  - (a) has not paid any fee required pursuant to these regulations;
  - (b) at the time of notifying the local authority that the work is ready for inspection, has failed to make repairs or corrections directed by the local authority; or
  - (c) has demonstrated an inability to perform the work in a safe and acceptable manner.
- (5) The owner or a competent person representing the owner shall be present at the time of the inspection or testing.
- (6) No part of the plumbing system is to be covered until the local authority grants permission.
- (7) If any part of the plumbing system is covered before permission is granted, the owner or owner's representative shall uncover it if the local authority so directs.
- (8) If any part of the plumbing system is not approved by the local authority:
  - (a) the owner or owner's representative shall make any necessary alterations, connections or replacements; and
  - (b) the work is subject to any further inspection or testing that the local authority considers necessary.

# Existing plumbing systems

- **28**(1) The local authority may:
  - (a) inspect an existing plumbing system; and
  - (b) if, in the opinion of the local authority, the plumbing system is faulty or defective, require the owner of the plumbing system to do all or any of the following:
    - (i) subject it to a test satisfactory to the local authority;
    - (ii) make alterations or replacements to the system to correct the fault or defect.
- (2) If a test required pursuant to subsection (1) indicates that an existing plumbing system is faulty or defective, the owner shall make any repair, alteration or replacement that the local authority considers necessary.

#### Certificates of approval

**29**(1) Subject to subsection (2), on the request of the owner or the owner's representative, a local authority may issue a certificate of approval to the owner if a plumbing system has been found satisfactory on its final required inspection.

- (2) Subsection (1) does not apply to a plumbing system incorporated in a manufactured structure, mobile home or trailer that has been certified to a recognized standard by a certification body accredited by the Standards Council of Canada.
- (3) In the case of the plumbing system of a manufactured structure, mobile home or trailer that has not been certified by a certification body accredited by the Standards Council of Canada, the local authority may issue a certificate of approval to the owner if an inspection has been conducted by the local authority and the plumbing system has been found satisfactory on its inspection.
- (4) A certificate of approval mentioned in subsection (3) may be issued by the local authority in Form A of Appendix B and affixed to the drain or stack or other visible location in the interior of the structure so as to be readily visible during final inspection.
- (5) Notwithstanding subsection (2), any plumbing system mentioned in subsection (2) that is extended, renovated or altered after installation is subject to section 18, and subsection (1) applies.

#### PART 7

# Appeals of Plumbing Inspector Orders and Requests for Interpretation

#### Appeal

**30** A person who is subject to an order pursuant to section 9 may appeal to the appeal board pursuant to section 31 of the Act.

# Pre-ruling

**31** A person may appeal to the appeal board for an interpretation of a provision of the NPC pursuant to subsection 32(1) of the Act.

# Appeal decisions - plumbing

- **32**(1) The appeal board may delegate any appeal of an order pursuant to section 31 of the Act, or request for an interpretation order pursuant to section 32 of the Act, that concerns matters regulated by these regulations to either:
  - (a) the relevant chief plumbing administrator of Regina, Saskatoon, Lloydminster or the Global Transportation Hub for a building located within the geographical area of that local authority; or
  - (b) the chief plumbing inspector for a building located in any other geographic area.
- (2) A decision of either a chief plumbing administrator or the chief plumbing inspector mentioned in clause (1)(a) or (b) may be appealed in accordance with section 34 of the Act.

#### Appeal board deposit

- **33**(1) The deposit amounts payable to the ministry are set out in Appendix C for:
  - (a) an appeal of a plumbing inspector order pursuant to clause 31(1)(b) of the Act; or
  - (b) an interpretation of a provision of a construction code pursuant to clause 32(1)(b) of the Act.

- (2) Subject to subsection (4), if the deposit mentioned in subsection (1)(a) is not paid within the period required pursuant to subsection 31(1) of the Act, the appeal will be dismissed and any further right of appeal extinguished.
- (3) Subject to subsection (4), the appeal board shall not hear an application made pursuant to section 32 of the Act before the applicant pays the deposit mentioned in clause (1)(b).
- (4) Subject to subsections (5) and (6), the chief codes administrator may waive any deposit mentioned in subsection (1) as part of an application to the appeal board if an applicant is able to demonstrate to the chief codes administrator's satisfaction that the applicant is unable to pay a deposit as a result of exceptional or unusual events or circumstances affecting the applicant.
- (5) The chief codes administrator may require an applicant to provide evidence that is reasonably required in the circumstances to demonstrate to the satisfaction of the chief codes administrator that the applicant is unable to pay a deposit.
- (6) If an applicant fails to provide evidence at the request of the chief codes administrator in accordance with subsection (5), the chief codes administrator may refuse to waive the deposit for the applicant.
- (7) The chief codes administrator may cancel a waiver of a deposit if the chief codes administrator determines that:
  - (a) the information or evidence provided by the applicant in support of the applicant's application for a waiver of a deposit was incorrect with respect to a requirement affecting the applicant's eligibility for a waiver;
  - (b) the waiver was given in error; or
  - (c) there has been any other material change in circumstances that, in the opinion of the chief codes administrator, causes the applicant to no longer meet the requirements of subsection (4).

#### Failure to appear

- **34**(1) If notice is given of a hearing pursuant to section 31 or 32 of the Act and a party other than the applicant fails to attend that hearing, the appeal board may hear and decide the matter in the absence of that party.
- (2) If notice is given of hearing pursuant to section 31 or 32 of the Act and an applicant fails to attend the hearing, the appeal board may dismiss the matter without conducting a hearing.

#### Publication of appeal board decisions

- **35**(1) Subject to subsection (2), a summary of all appeal board decisions may be published in any manner the minister considers appropriate, including by publishing it on the ministry's website.
- (2) Subject to subsection (3), any information that is, in the opinion of the chief codes administrator, third party identifying information must be severed before the summary of the appeal board's decision is published.
- (3) A summary of an appeal board's decision may be withheld if the chief codes administrator reasonably believes that third party identifying information cannot be severed from the decision.

# PART 8 Bylaws and miscellaneous matters

#### Bylaws

- **36** For the purposes of clauses 17(6)(b) and (c) of the Act, the minister shall not approve a plumbing bylaw or part of a bylaw if the minister is of the opinion that the bylaw or part of the bylaw:
  - (a) deals with matters outside of the scope of the Act or these regulations; or
  - (b) does not conform with the purpose and intent of the Act or these regulations.

#### Permitted deviations

- 37 A local authority may authorize deviations from the requirements established by these regulations if the plumbing system of a building, trailer, manufactured structure or mobile home that is in existence at the time these regulations come into force:
  - (a) is altered, repaired or renovated;
  - (b) if the deviation is necessary in the opinion of the local authority; and
  - (c) if the deviation poses no danger to public health or safety.

#### Compulsory provision of hot water

**38**(1) In this section:

"building" means a building that is situated on property abutting a municipal water main or municipal sewer main and whose plumbing system is connected to the municipal water main or municipal sewer main;

"public washroom" means a washroom that is intended for public use and to which the public has access.

(2) Unless otherwise authorized by the local authority, the owner of a building shall provide a hot water supply to a public washroom in the building.

# PART 9 Transitional and Coming into Force

# Transitional

**39** If, immediately before the coming into force of these regulations, a permit is valid pursuant to *The Plumbing Regulations*, those regulations continue to apply to the work done pursuant to that permit.

# Coming into force

- **40**(1) Subject to subsection (2), these regulations come into force on the day on which section 1 of *The Construction Codes Act* comes into force.
- (2) If these regulations are filed with the Registrar of Regulations after the date on which section 1 of *The Construction Codes Act* comes into force, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

#### Appendix A

[Section 5]

#### Saskatchewan Amendments to the National Plumbing Code, 2015

- 1 The National Plumbing Code of Canada 2015 is amended in the manner set forth in this Appendix.
- 2 Article 1.2.2.1. of Division A is amended by adding the following Sentence after Sentence (1):
  - **"2)** Notwithstanding that any provision of this Code requires certain specified materials to be used, any other material may be approved by the local authority if the material:
    - a) is shown to be satisfactory for the purpose intended by certification from a testing laboratory that is recognized by the local authority; and
    - b) is at least the equivalent of that required in these regulations in quality, strength, effectiveness, resistance, durability and safety".
- 3 Article 1.4.1.2. of Division A is amended:
  - (a) by adding the following definition after the definition of *Alloyed zinc*:
    - "Ancillary building means a building that depends on another building in order to function";
  - (b) by repealing the definition of *Drainage system* and substituting the following:
    - "Drainage system means an assembly of pipes, fittings, fixtures, traps and appurtenances that is used to convey sewage, clear-water waste or storm water to the property line, or to a private sewage works, but does not include a subsoil drainage pipe";
  - (c) by repealing the definition of *Private sewage disposal system* and substituting the following:
    - "Private sewage works as defined in The Private Sewage Works Regulations";
  - (d) by repealing the definition of *Private water supply system* and substituting the following:
    - "Private waterworks means a privately owned works that is located on one property and is intended to be used for the supply, collection, treatment, storage and distribution of water that:
      - a) is not a public water supply within the meaning of *The Health Hazard Regulations*;
      - b) is not designated as a waterworks for the purposes of clause 2(pp) of *The Environmental Management and Protection Act, 2010* and *The Waterworks and Sewage Works Regulations*; and
      - c) does not include water for industrial use";

(e) by repealing the definition of *Water distribution system* and substituting the following:

"Water distribution system means an assembly of pipes, fittings, valves and appurtenances that convey water from the water service pipe or private waterworks to water supply outlets, fixtures, appliances and devices"; and

(f) by repealing the definition of *Water system* and substituting the following:

"Water system means an assembly of pipes, fittings, control valves and appurtenances that convey water from communal waterworks, starting at the property line or a private water supply source, to the water supply outlets of fixtures or devices".

- 4 Table 1.3.1.2. in Division B is amended by adding the following entry:
- CSA CSA B128.3-12 Performance of non-potable 2.7 water reuse systems
- 5 Articles 2.1.2.1. to 2.1.2.4. of Division B are repealed and the following substituted:
  - "2.1.2.1. Sanitary Drainage Systems
    - 1) Every sanitary drainage system shall be connected to a public *sanitary* sewer, a public combined sewer or a private sewage works.
    - 2) A combined building drain shall not be installed. (See Appendix A.)

#### "2.1.2.2. Storm Drainage Systems

1) Every storm drainage system shall be connected to a public *storm sewer*, a public *combined sewer* or a designated *storm water* disposal location.

#### "2.1.2.3. Water Distribution Systems

**1)** Every water distribution system shall be connected to a public *water system* or a *private waterworks*.

#### "2.1.2.4. Separate Services

- 1) Subject to Sentences (2) to (4), piping in any *building* connected to a public water system, a public sanitary sewer or a public *combined sewer* shall be connected separately from piping of any other *building*.
- **2)** Piping in a *building* may be connected to an *ancillary building* on the same property as the building mentioned in Sentence (1).
- 3) Piping in a building may be connected to the piping of another building on a separate property if an easement is obtained and the local authority has approved of the proposed piping system.
- 4) Plumbing systems in premises registered pursuant to *The Condominium Property Act*, 1993 may be extended to the property line by a single sewer pipe and a single water service pipe".

- 6 Sentence 2.4.4.1.(1) of Division B is amended:
  - (a) by striking out "public" and substituting "communal"; and
  - (b) by striking out "private sewage disposal system" and substituting "private sewage works".
- 7 Sentence 2.4.9.4.(1) of Division B is repealed and the following substituted:
  - "1) Building Drains and Building Sewers connected to the public sewer system (see Sentence 2.4.7.1.(6)) shall not be less than 4 inches in size".
- 8 The following Article is added after Article 2.5.5.5.:

#### "2.5.5.6. Vent for Island Fixture

- 1) Island venting is permitted".
- 9 Sentences 2.6.2.4.(1), (2), (3) and (4) of Division B are repealed and the following substituted:
  - "1) A backflow preventer shall not be required in residential full flowthrough fire sprinkler/standpipe systems in which the pipes and fittings are constructed of potable water system materials.
  - **"2)** Backflow caused by back-siphonage or back pressure from fire sprinkler systems where water treatment is not added shall be prevented by the installation of not less than an Approved Double Check Valve Assembly, and such a device shall not adversely affect the designed performance of the system.
  - "3) Backflow caused by back-siphonage or back pressure from standpipe systems if water treatment is not added shall be prevented by the installation of not less than an Approved Double Check Valve Assembly, and such a device shall not adversely affect the designed performance of the system".
- 10 Sentence 2.6.2.5.(1) of Division B is repealed and the following substituted:
  - "1) Subject to Sentence (2), no water system that includes a connection to a private water source shall be interconnected with *communal waterworks*.
  - **"2)** A water system that includes a connection to a private water source may be interconnected with *communal waterworks* if:
    - (a) the owner of the *communal waterworks* provides written approval to the local authority; and
    - (b) the water system and the connection to the *communal waterworks* is not located in a city, town, village or resort village or subdivision consisting of 3 or more lots".
- 11 Sentence 2.7.1.1.(1) of Division B is repealed and the following substituted:
  - "1) Subject to Sentence (2), a *non-potable water system* shall not be connected to a potable water system.
  - "2) Unless otherwise approved by the local authority, a non-potable water system shall not be connected to a private waterworks unless the non-potable water passes through functioning equipment capable of rendering the water potable and that equipment is located so that all water entering the system passes through the equipment".

12 Article 2.7.3.2. of Division B is repealed and the following substituted:

#### "2.7.3.2. Outlets

- 1) Unless approved by the local authority, an outlet from a *non-potable water supply* shall not be located where it can discharge into:
  - (a) a sink or lavatory,
  - (b) a *fixture* into which an outlet from a potable water system is discharged, or
  - (c) a *fixture* that is used for the preparation, handling or dispensing of food, drink or products that are intended for human consumption.
- 2) Sentence (1) does not apply to waterworks authorized to supply water for hygienic use within the meaning of sections 22 or 23 of *The Water Regulations*, 2002".
- 13 The following Sentence is added after Sentence 2.7.4.1.(2):
  - "3) Where a non-potable water system that utilizes sewage is installed, it shall conform to CSA B128.3-12, 'Performance of non-potable water reuse systems' and produce an effluent with a water quality suitable for the use to which it is put".
- 14 Section 2.2 of Division C is repealed.

#### Appendix B

FORM A [Section 29]

#### Certificate of Approval

The roughed-in plumbing in this manufactured structure, mobile home or trailer has been inspected and approved.

Local Authority		
Address		
Date		-
	Inspected	By

# Appendix C

[Section 33]

# Fees

Provision	Description	Fee
s. 30	Deposit for an appeal of a plumbing inspector's order	\$200
s. 31	Deposit for a request for interpretation of the NPC	\$500

# CITY OF PRINCE ALBERT BYLAW NO. 1 OF 2022

A Bylaw of The City of Prince Albert to amend the The Building Bylaw, being Bylaw No. 1 of 2018

WHEREAS it is desirable to amend the City of Prince Albert Building Bylaw No. 1 of 2018;

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

- 1. That Bylaw No. 1 of 2018, as amended, be further amended as follows:
  - a) The Preamble
    - i) By deleting the preamble in its entirety; and,
    - ii) Replace with the following preamble:

"WHEREAS *The Construction Codes Act* provides the City may pass bylaws in respect to certain matters and shall administer and enforce the provisions of the Act and its Regulations, which include The National Building Code of Canada."

- b) That Schedule "A" be deleted in its entirety.
- c) Section 2(1)(a):
  - i) By deleting Section 2(1)(a) in its entirety; and,
  - ii) Replace with the following Section 2(1)(a):
    - "(a) "Act" means The Construction Codes Act."
- d) Section 3(3):
  - i) By deleting Section 3(3) in its entirety; and,
  - ii) Replace with the following Section 3(3):
    - "(3) This Bylaw shall be interpreted and applied in conjunction with *The National Building Code of Canada, The National Energy Code of Canada, The Construction Codes Act, The Building Code Regulations, The Energy Code Regulations and the 1995 Administrative Requirements."*
- e) By deleting Section 4(4) in its entirety.

	f)	Se	Section 9(1):		
		i) ii)	By deleting Section 9(1) in its e Replace with the following Sec		
			"(1) Every applicant for a d Building Fee Bylaw, as amende	demolition permit shall pay a fee pursuant to Th	е
	g)	Se	ction 16(1):		
		i)	By deleting Section 16(1) in	n its entirety; and,	
		ii)	Replace with the following	Section 16(1):	
			· ,	Building Permit, Demolition Permit or any other servic Division, shall pay a fee pursuant to The Building Fe	
	h)	Ву	deleting Section 16(2) in its enti	tirety.	
	i) Section 18(1):				
		i)	By deleting the text "section 21	I of the Act"; and,	
		ii)	Replace with the following text:	· ·	
			"Section 16 of The Construction	on Codes Act"	
2.			Bylaw shall come into effect nment Relations.	upon receipt of final approval of the Minister of	of
INTR	ODL	JCE	D AND READ A FIRST TIME TH	HIS, A.D., 2022.	
REA	D A S	SEC	OND TIME THIS DAY C	OF, A.D., 2022.	
REA	D A T	THIF	RD TIME AND PASSED	DAY OF, A.D., 2022.	
-	MAY(	OR		CITY CLERK	

# CITY OF PRINCE ALBERT BYLAW NO. 2 OF 2022

A Bylaw of The City of Prince Albert to establish fees related to the issuance of permits and the enforcement of the National Building Code of Canada and its' amending Acts within the City of Prince Albert.

**WHEREAS** The Construction Codes Act provides that The City of Prince Albert may pass bylaws in respect to establishing fees related to the administration and enforcement of The National Building Code of Canada and its' related Acts.

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

#### **Title**

1. This bylaw may be cited as the "Building Fee Bylaw".

#### **Definitions**

- 2. (1) In this Bylaw:
  - (a) "Act" means The Construction Codes Act.
  - (b) "Building Permit" means a permit issued by the Building Inspector to proceed with construction or reconfiguration of a specific structure at a particular site in accordance with the approved drawings and specifications, or use or occupancy of a building.
  - (c) "Building Inspector" means that person appointed as Building Inspector for the City of Prince Albert and anyone authorized to act on his behalf from time to time by resolution of Council and anyone acting in accordance with his instructions;
  - (d) "City" means the City of Prince Albert;
  - (e) "Demolition Permit" means a permit issued by the Building Inspector to proceed with demolition or removal of any or all of a structure.

- (f) "regular working hours" means between 8:00 a.m. and 4:45 p.m. on working days;
- (2) Unless the context otherwise requires and subject to Subsection (1), terms and expressions used in this Bylaw shall have the same meaning as in the Act and the Regulations.

## **Permit Required**

3. A Building Permit or Demolition Permit shall be obtained by the owner of a property for work defined under the Act, Regulations passed pursuant to the Act, or the City's Building Bylaw.

#### **Fees**

- 4. (1) Every applicant for a Building Permit, Demolition Permit, or for other services provided by the Building Division, shall pay a fee in accordance with the following:
  - (a) The minimum permit fee shall be \$75.00, unless stated otherwise in this bylaw.
  - (b) The permit fee for a deck shall be \$100.00.
  - (c) The permit fee for a secondary suite or a full basement development shall be \$200.00.
  - (d) The fee for approval of drawings or inspections provided for the purpose of verifying third party licensing requirements shall be \$100.00.
  - (e) If an inspection requires more than a single callback, this is considered an additional inspection and a \$75.00 fee will be invoiced to the property owner.
  - (f) The minimum fee for a building permit required as the result of an Order issued by the City shall be \$250.00 (standard rates apply).
  - (g) The permit fee for a shipping container in use as a building shall be \$200.00.
  - (h) Permit fees for residential 1 and 2 unit dwellings and accessory buildings shall be based on the following criteria:
    - (i) Slab on grade and grade beam foundations shall be costed at a rate of \$0.15 per square foot;

- (ii) Concrete and pressure treated foundations shall be costed at a rate of \$0.25 per square foot;
- (iii) Main floor shall be costed at a rate of \$0.70 per square foot;
- (iv) Upper levels shall be costed at a rate of \$0.50 per square foot; and
- (v) Accessory buildings attached or detached shall be costed at a rate of \$0.25 per square foot.

Fees are cumulative and include all aspects.

- (i) Demolition permit fees shall be a minimum of \$100.00 and assessed at a rate of \$1.00 per thousand for each \$1,000.00 exceeding \$50,000.00 in tender value.
- (j) The fee for all other permits shall be \$6.50 per \$1,000.00 of construction value.
- (k) Inspections performed after regular work hours shall be considered an extended service and shall be invoiced at a rate of \$75.00 per hour or portion thereof.
- (I) A permit cancelled by written request within 90 days of issuance shall have all fees refunded less a \$75.00 administrative fee.
- (m) Requests for early or phased occupancy require work beyond the standard provided under permit and are subject to the following fees regardless of approval:
  - If specified at the plan submission stage under the provisions of Can/ULC S1001-11, a \$300.00 application fee will be applied;
  - (ii) If requested after the plan submission stage and Can/ULC S1001-11 applies, the application fee shall be \$1,000.00.
  - (iii) If the scope of work falls under Part 9 of the *National Building Code*, a request for early or phased occupancy shall be subject to a \$500.00 application fee.
- (2) Neither the payment of fees nor the provision of documentation shall in any way be considered as approval in regards to early or phased occupancy. All submissions are subject to approval or rejection by the City of Prince Albert Building Division.

# **Coming into Force**

5. This Bylaw shall come into effect on the day of its final passing.

INTRODUCED AND READ A FIRS	ST TIME THIS	DAY OF	, A.D., 2022.
READ A SECOND TIME THIS	DAY OF		, A.D., 2022.
READ A THIRD TIME AND PASSED THIS		DAY OF	, A.D. 2022.
MAYOR		CITY CI FRK	

# City of Prince Albert Bylaw No. 1 of 2018

A Bylaw of The City of Prince Albert to regulate the erection, classification, alteration, repair, occupancy, demolition or removal of buildings within the City of Prince Albert.

WHEREAS The Uniform Building and Accessibility Standards Act provides that the City may pass bylaws in respect to certain matters and shall administer and enforce the provisions of that Act and its Regulations, which include The National Building Code of Canada.

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

#### Title

1. This bylaw may be cited as the "Building Bylaw".

#### **Definitions**

- 2. (1) In this Bylaw:
  - (a) "Act" means The Uniform Building and Accessibility Standards Act;
  - (b) "Administrative Requirements" means The Administrative Requirements for Use with the National Building Code, 1985, as same may be amended and adopted for use from time to time in the Province of Saskatchewan;
  - (c) "Building Permit" means a permit issued by the Building Inspector to proceed with construction or reconfiguration of a specific structure at a particular site in accordance with the approved drawings and specifications, or use or occupancy of a building.
  - (d) "Building Inspector" means that person appointed as Building Inspector for the City of Prince Albert and anyone authorized to act on his behalf from time to time by resolution of Council and anyone acting in accordance with his instructions;

- (e) "City" means the City of Prince Albert;
- (f) "City Engineer" means the City Engineer for the City of Prince Albert and anyone acting or authorized to act on the City Engineer's behalf:
- (g) "Council" means the Prince Albert City Council;
- (h) "Custom Work Order" means the requirement of deposits and the estimation of the value thereof to be paid prior to the commencement of the work and the invoicing for work performed by City forces that is calculated by the City Engineer and constitutes the standard charge for all such work performed deemed by the City Engineer to reflect the actual cost to the City of labour, equipment and materials used together with an administration fee; and further, includes such alterations by the City Engineer to such standard fees and charges from time to time to reflect changes in the actual costs;
- (i) "Demolition Permit" means a permit issued by the Building Inspector to proceed with demolition or removal of any or all of a structure.
- (j) "Director of Financial Services" means the Director of Financial Services for the City of Prince Albert and anyone acting or authorized to act on the Director of Financial Services behalf:
- (k) "Grade Certificate" means a certificate prepared by the City's Public Works Department, which certificate shall set out with respect to the property on which the subject building or proposed building is situated the elevation of the sanitary sewer, street and lane or easement abutting the said property so that the owner of the said property is able to ensure that the building or proposed building will be set at such a height above curb (or road) level that adequate surface drainage from lot to street will be obtained, and also that adequate sewer drainage from the basement to the street sewer will result;
- (I) "municipality" means the City of Prince Albert;
- (m) "National Building Code" means the National Building Code of Canada only as same may be adopted and amended by the Act and the Regulations for application within the Province of Saskatchewan from time to time;
- (n) "permit" means any permit issued by the Building Inspector in relation to a building, and includes but is not limited to the design, construction, erection, placement, renovation, demolition, removal, use or occupancy of the building.

- (o) "Real Property Report" means a report prepared by a member of the Saskatchewan Land Surveyors' Association in accordance with The Saskatchewan Land Surveyors' Act and Bylaws of the Saskatchewan Surveyors' Land Association as the same may be amended from time to time or such Act or Bylaw as may be substituted therefor from time to time:
- (p) "regular working hours" means between 8:00 a.m. and 4:45 p.m. on working days;
- (q) "Regulations" means Regulations passed pursuant to the Act;
- (r) "Site Plan" means a report or plan prepared by a member of the Saskatchewan Land Surveyors' Association in accordance with the National Building Code;
- (s) "Zoning Bylaw" means the City of Prince Albert Zoning Bylaw as may be amended from time to time or such Bylaw or Bylaws as may be substituted therefor from time to time;
- (2) Unless the context otherwise requires and subject to Subsection (1), terms and expressions used in this Bylaw shall have the same meaning as in the Act and the Regulations.
- (3) Unless the context otherwise requires and subject to Subsections (1) and (2), terms and expressions used in this Bylaw shall have the same meaning as in the Zoning Bylaw of the City of Prince Albert.

## Application of Law

- (1) The National Building Code applies and is in force in the City of Prince Albert.
  - (2) In addition to the requirements for garages attached to dwelling units within the *National Building Code*, attached garages are required to have a 45 minute fire separation, all joints must be sealed to ensure continuity of the barrier, between the garage and the dwelling unit including the attic space of the dwelling unit as defined under the *National Building Code*.
  - (3) This Bylaw shall be interpreted and applied in conjunction with the National Building Code, The Administrative Requirements, The Uniform Building and Accessibility Standards Act and The Uniform Building and Accessibility Standards Regulations.
  - (4) The Building Inspector is hereby appointed and shall carry out the duties of inspector and as "the person appointed" by the City within the meaning of the Act.

- (5) Notwithstanding Subsection (3), references and requirements in the Administrative Requirements respecting matters regulated by the Act and Regulations shall not apply.
- (6) Notwithstanding Subsection (3), references and requirements in the Administrative Requirements respecting "Occupancy Permits" shall not apply except as and when specifically required by the Building Inspector as a condition in a building permit or as otherwise provided in a bylaw of the City.
- (7) Any secondary suite for which a building permit has not been issued, discovered in a one or two unit dwelling constructed prior to January 1, 1989, will be subject to the provisions defined within the Property Maintenance Bylaw, as same may be amended by Council from time to time. Any secondary suite discovered in a one or two unit dwelling constructed after January 1, 1989 will be subject to the provisions of the current edition of the *National Building Code of Canada* in force at the time of discovery.

## **Permit Required**

- 4. (1) Subject to Section 15, no one shall commence, continue or cause to be commenced or continued any work to which the Act, Regulations or this Bylaw applies unless the owner of the real property on which the work is to be carried out has obtained a permit as the case may require, and such permit has not expired pursuant to Section 17.
  - (2) No one shall commence, continue or cause to be commenced or continued any work referred to in Subsection (1) in respect of which a license, permit or other authorizing instrument under another bylaw or provincial or federal act, regulation or code is required until such license permit or instrument is obtained.
  - (3) Anyone who commences work without first obtaining a permit will have a \$250.00 fee added to the cost of their permit, in addition to the regular permit fees.
  - (4) Anyone who transfers title of a property that has a building for which a permit has been issued, and has not received all required inspections, shall provide the Building Division with the contact information for the proposed buyers prior to transfer.
    - (a) If the Building Division has received proper notification, the new owners will be required to amend the existing permit (without cost) and provide signature as the new owner.
    - (b) If the Building Division has not received notification prior to transfer, the current permit is rendered invalid and the new owner will be required to obtain a new permit at a cost relevant to the reminder of the work to be completed plus the fee referred to in Section 4(3).

#### Restriction

5. Notwithstanding Subsection 6(1), no permit shall be issued in respect of any building, the plans for which show construction of any kind (other than cornices or belt courses) on, over or under the surface of any public place or public utility, service pipe, line, wire or conduit whatsoever, without prior approval of Council. If a permit is issued in breach of this requirement, at no cost to the City, the owner shall forthwith upon notice from the Building Inspector or authority having jurisdiction, comply with any applicable federal or provincial acts, regulations or codes or bylaws of the City.

#### Permit to Issue

- 6. (1) Where an application has been made in a form as approved by the Building Inspector, submitted to the Building Inspector, completed to his satisfaction, the appropriate permit fees paid and the proposed work set out in the application conforms with this Bylaw, the National Building Code, the Act and Regulations, a permit shall be issued for which the application was made, subject to any conditions as the Building Inspector may, in his opinion, deem appropriate, including, and not to limit the generality of the foregoing, that the owner engage an architect or professional engineer as required in the Act and Regulations and that inspections be called for in addition to those specified in the Act and Regulations.
  - (2) Every permit issued shall be subject to the right of the Building Inspector to impose such conditions as he may, in his opinion, deem appropriate, by reason of discovery of circumstances during the course of the proposed work described in the application for the permit or otherwise.
  - (3) Notwithstanding that a permit is issued in breach of Subsection (1), the owner shall ensure that the proposed work set out in the application shall conform with this Bylaw, the *National Building Code*, the Act and Regulations.
  - (4) Every permit application that includes a treated wood assembly in use, below grade, must be submitted in the form of a stamped drawing as certified by a professional architect or structural engineer registered in the province of Saskatchewan.

#### **Permit Application**

- 7. Every application for a permit shall:
  - be completed to the satisfaction of the Building Inspector;
  - (2) be signed by the applicant, the applicant being either:
    - the registered owner of the property wherein construction is occurring; or

- (b) a tradesman/contractor who has a current valid business license in the City of Prince Albert; or
- (c) a person who holds a valid contractual commitment with the City to purchase the property upon which construction is to occur.

#### **Building Permits**

- 8. (1) Any Building Permit application must be accompanied by one hard copy and one digital set or two hard copies of specifications and scaled drawings of the building with respect to which the work is to be carried out, including but not limited to:
  - (a) the dimensions of the building;
  - (b) the proposed use of each room or floor area;
  - (c) the dimensions of the land on which the building is situated and the siting of the building;
  - (d) the grades of the street and utility mains or pipes within same abutting the land referred to in Subsection (c); and
  - (e) if required by the Building Inspector, a Real Property Report; and
  - (2) contain any other information required by the Act, Regulations, Administrative Guidelines this Bylaw or as may be further required by the Building Inspector, whether by conditions imposed in the permit or otherwise, including, and not to limit the generality of the foregoing, certification of an architect or professional engineer as required in the Act and Regulations.

#### **Demolition Permits**

- 9. (1) Every applicant for a Demolition Permit shall pay a fee pursuant to the charges set forward in Schedule "A".
  - (2) If the site is not restored to a safe and tidy condition within 30 days of completion or abandonment of demolition or, in any event, within 30 days of the date of expiry of the permit, the City may perform such work as is necessary to ensure the site is not dangerous to public safety. In such a case, the applicant shall be liable for the costs of site restoration and be liable to pay to the City any shortfall upon demand.
  - (3) The City Engineer, at his discretion, may direct that the existing sewer and/or water connection be terminated at the mains or may require the replacement of the said sewer and/or water connection or may allow the reuse of the existing sewer and water connection. In the event of any necessary connection or re-connection to the mains, the owner shall comply with the requirements of the City Engineer. As a condition of the issuance of a permit

under this Bylaw, the City Engineer may require that a Custom Work Order be executed and a deposit made, equal to the estimated cost of any necessary connection or re-connection to the mains.

(4) No Demolition Permit shall be issued with respect to any building on which taxes are in arrears or outstanding without approval of the Director of Financial Services.

# Real Property Report

- (1) For any new building, the owner will be required to provide a Real Property Report to the Building Inspector.
  - (2) In the case of an accessory building or additions to buildings for which a Real Property Report has not been required by the Building Inspector, the owner shall submit a current Site Plan respecting the land as referred to in Subsection 8(1)(c) to the Building Inspector, which Site Plan shall indicate, in addition to those items required by the *National Building Code*, that the siting of the building or addition will be in accordance with the information on the Building Permit as referred to in Subsection 8(1)(c) before any work beyond the completion of foundation work is undertaken.
  - (3) The Building Inspector may request a Real Property Report at any time to verify the building's setbacks.

## Grade Certificate & Drainage of Storm Water

- 11. Every applicant for a Building Permit to construct a new building or reconstruct the foundation of an old building shall obtain a Grade Certificate from the Public Works Department.
- 12. No Building Permit shall be issued until the plans in respect to drainage of storm water from a building site have been approved by the City Engineer.

#### Refusal or Revocation of Permits

- 13. (1) If the Building Inspector is of the opinion that an application for a permit does not demonstrate that the plans for the proposed work conforms with the requirements of Section 6(1), the Building Inspector may refuse to issue a permit, or he may issue such permit subject to such conditions as, in his opinion, he deems appropriate.
  - (2) Notwithstanding Section 6(1), in his discretion, the Building Inspector may, but shall not be required to, refuse to issue any permit when the proposed work set out in the application does not conform with any other federal or provincial acts, regulations, codes or guidelines or any municipal bylaw. In the event that the Building Inspector requires such conformance, the owner shall ensure that the proposed work set out in the application and the executed work shall so conform.

- (3) The Building Inspector may refuse to issue, revoke or recommend to Council the revocation of a permit where there is an apparent violation of a provision of any federal or provincial act, regulation or code applicable to the work or proposed work or any provision of this Bylaw, the Zoning Bylaw, a condition of a Development Permit, or any other applicable bylaw of the City which provisions are in any way related to the permit.
- (4) A Building Inspector may within the confines of an Order dictate the right to refuse issuance of a new permit to the owner of a building, or his agents, contractors, employees, successors or assigns or the registered owner of the land on which the building is to be situated, upon expiry of the timelines listed within the Order until such time as the conditions of the Order are resolved.

#### Work not to Vary

14. No work proposed in an application for a permit may vary from the information on which the issued permit is based without written approval of the Building Inspector.

## **Small Buildings**

15. No permit is required for any residential accessory building which is 10 square metres or less. Notwithstanding the foregoing, the construction of same shall conform to all other requirements of the Act, Regulations, and City Bylaws.

#### Fees

- 16. (1) Every applicant for a Building Permit, Demolition Permit, or for other services provided by the Building Inspector, shall pay a fee pursuant to the charges set forward in Schedule "A".
  - (2) Schedule "A" to this Bylaw, as same may be amended from time to time, is incorporated into and forms a part of this Bylaw.

#### **Expiry of Permits**

- 17. (1) A Building Permit issued under this Bylaw expires:
  - (a) 6 months from the date of issue if work has not yet commenced; or
  - (b) Upon work being suspended for 6 consecutive months; or
  - (c) 24 months from the date of issue.
  - (2) A Demolition Permit issued under this Bylaw expires 6 months from the date of issue.

#### Rectification of Hazards

- 18. If upon inspection the Building Inspector is satisfied that any building is in an unsafe condition such as may constitute an imminent danger to the safety of occupants or the public or any property and the owner cannot be conveniently located, in addition to all other authority:
  - (1) the Building Inspector may cause such work to be carried out as he considers necessary to eliminate such danger and the owner shall be liable in respect of expenses incurred in carrying out such work and same may be collected in the manner referred to in section 21 of the Act whether or not an appeal is filed or a stay is ordered pursuant to the Act; and
  - (2) neither the City, the Building Inspector nor anyone acting on his behalf shall be liable to compensate the owner, occupant or any other person by reason of anything done without notice to any owner or person in occupation or having control of the building and whether or not an appeal is undertaken pursuant to the Act.

# Representation

- 19. (1) The granting of any permit which is authorized by this Bylaw shall not be construed as a representation of the compliance of any work with any bylaw, federal or provincial act, regulations or code.
  - (2) The owner shall ensure that submission of an application for a permit and issuance of such permit shall not be understood as or deemed to constitute a representation by any person, the City, the Building Inspector or any City employee that the proposed work or the executed work, in fact, complies with the acts, codes, guidelines or bylaws referred to in Section 6(1) or Section 13(2) whether such representation be at issue in any legal proceeding or otherwise. The issuance of a permit shall not relieve the owner of compliance with Subsection 6(1).
  - (3) The owner shall indemnify and save harmless the City, the Building Inspector or any municipal official or employee from all losses, costs, claims, damages whatsoever brought by or on behalf of the owner or any other person that may arise as a result of, from, or in any way touching upon the issuance of the permit related to the work, and not to limit the generality of the foregoing, in relation to:
    - (a) the fact that a building, or the placement, erection, construction, alteration, repair, renovation, reconstruction, demolition or removal thereof authorized by permit, does not comply with the requirements of this Bylaw or any other City bylaw, federal or provincial act, regulation or code or derogates from a right of any other person;

- (b) faulty subsoil conditions, whether such conditions were unknown to the City or not;
- (c) the fact that the owner or any other party on behalf of the owner has continued with work so as to conceal previous work, making that work impossible to inspect by the municipality or any municipal official or inspector appointed by the municipality; or
- (d) the owner's failure to call for an inspection of work as required in Act and Regulations; or
- (e) the owner's failure to have displayed on site the permit site identification, and all applicable site inspection cards.
- The City, Building Inspector and employees, servants and agents of the City shall not be held liable in respect of any matters referred to in Subsection (3) under this clause.

#### Offences

20. Any person who contravenes any provision of this Bylaw is guilty of an offence and liable on summary conviction to the penalties as prescribed in the Act.

## Repeal

21. Bylaw No. 11 of 2003 is hereby repealed.

#### Coming into Force

This Bylaw shall come into force and effect subject to the final approval pursuant to The Uniform Building and Accessibility Standards Act.

INTRODUCED AND READ A FIRST TIME THIS 22 DAY OF JONUARY , A.D., 2018. READ A SECOND TIME THIS 220 DAY OF January , A.D., 2018.

READ A THIRD TIME AND PASSED THIS

DAY OF January , A.D. 2018

MAYOR

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#### SCHEDULE "A"

# PERMIT FEES AND SERVICE CHARGES

- 1. The minimum permit fee shall be \$75.00, unless stated otherwise in this bylaw.
- The permit fee for a deck shall be \$100.00.
- The permit fee for a secondary suite or a full basement development shall be \$200.00.
- 4. The fee for approval of drawings or inspections provided for the purpose of verifying third party licensing requirements shall be \$100.00.
- 5. If an inspection requires more than a single callback, this is considered an additional inspection and a \$75.00 fee will be invoiced to the property owner.
- 6. The minimum fee for a building permit required as the result of an Order issued by the City shall be \$250.00 (standard rates apply).
- 7. The permit fee for a shipping container in use as a building shall be \$200.00.
- 8. Permit fees for residential 1 and 2 unit dwellings and accessory buildings shall be based on the following criteria:
  - (a) Slab on grade and grade beam foundations shall be costed at a rate of \$0.15 per square foot;
  - (b) Concrete and pressure treated foundations shall be costed at a rate of \$0.25 per square foot;
  - (c) Main floor shall be costed at a rate of \$0.70 per square foot;
  - (d) Upper levels shall be costed at a rate of \$0.50 per square foot; and
  - (e) Accessory buildings attached or detached shall be costed at a rate of \$0.25 per square foot.

Fees are cumulative and include all aspects.

- 9. Demolition permit fees shall be a minimum of \$100.00 and assessed at a rate of \$1.00 per thousand for each \$1,000.00 exceeding \$50,000.00 in tender value.
- 10. The fee for all other permits shall be \$6.50 per \$1,000.00 of construction value.
- 11. Inspections performed after regular work hours shall be considered an extended service and shall be invoiced at a rate of \$75.00 per hour or portion thereof.
- 12. A permit cancelled by written request within 90 days of issuance shall have all fees refunded less a \$75.00 administrative fee.

- 13. Requests for early or phased occupancy require work beyond the standard provided under permit and are subject to the following fees regardless of approval:
  - (a) If specified at the plan submission stage under the provisions of Can/ULC S1001-11, a \$300.00 application fee will be applied;
  - (b) If requested after the plan submission stage and Can/ULC S1001-11 applies, the application fee shall be \$1,000.00.
  - (c) If the scope of work falls under Part 9 of the National Building Code, a request for early or phased occupancy shall be subject to a \$500.00 application fee.

Neither the payment of fees nor the provision of documentation shall in any way be considered as approval in regards to early or phased occupancy. All submissions are subject to approval or rejection by the City of Prince Albert Building Division.



#### **RPT 22-64**

TITLE: Memorandum of Agreement to Conclude Collective Bargaining - CUPE 160 & 882

DATE: February 3, 2022

**TO:** City Council

PUBLIC: X INCAMERA:

#### RECOMMENDATION:

- 1. That the Memorandum of Agreement between the City and the Canadian Union of Public Employees Local No. 160, as attached be approved;
- 2. That the Memorandum of Agreement between the City and the Canadian Union of Public Employees Local No. 160, as attached be approved;
- That City Council approves the equivalent wage increases for City of Prince Albert Outof-Scope staffing, which excludes the Out-of-Scope Prince Albert Police Service and Out-of-Scope Fire Department employees; and
- 4. That the Mayor and City Clerk be authorized to execute the Agreements on behalf of the City, once prepared.

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

The purpose of this report is to outline a recommended monetary only Memorandum of Agreement to conclude collective bargaining with CUPE Local #160 and Local #882.

#### **BACKGROUND:**

The previous collective bargaining agreement (CBA) between the City and CUPE Local #160 and #882 expired on December 31, 2019.

Bargaining was delayed due to a number of factors including the onset of Covid-19 which postponed meetings that otherwise occur in person. Changes in national executive representatives in late 2020 and then the change in the Director of Corporate service mid-2021 resulted in further delays.

Bargaining for a new agreement commenced in November 2021. Bargaining committees for both parties agreed to recommend the attached Memorandum of Agreement (MOA) form the basis for a new CBA.

RPT 22-64 Page 2 of 3

#### PROPOSED APPROACH AND RATIONALE:

The bargaining committees, through collaborative discussions, agreed that given that the agreement was approaching two years past expiry, a monetary only agreement would be suitable.

As such, language changes were not considered during this bargaining.

The term of the Collective Bargaining Agreement will be January 1, 2020 to December 31, 2021. The following General Wage Adjustments would apply during the term of the agreement:

2020 1.75% 2021 1.75%

The two-year agreement settles the outstanding contract and positions the two parties to enter into immediate negotiations starting in 2022.

An Out-of-Scope employee means a non-union employee who is not covered through a collective agreement. For the purposes of this report, Police and Fire Out-of-Scope employees are excluded because they follow other Collective Bargaining Agreements.

In the past, Out-of-Scope staff are awarded the wage increases approved for CUPE members, as a majority of the Out-of-Scope staff are Managers supervising unionized employees. A corresponding wage increase for Out-of-Scope employees is important to ensure that wage structures remain competitive to attract and retain qualified employees in these leadership positions.

#### CONSULTATIONS:

The Management and Union bargaining committees have met and have agreed to recommend the Memorandum of Agreement to their respective Council and Membership. CUPE Local #160 membership voted and ratified the MOA at a meeting held on December 8, 2021. CUPE Local #882 membership voted and ratified the MOA at the meeting held on December 12, 2021.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

If approved, the Administration will inform union executives and execute the agreements.

#### **POLICY IMPLICATIONS:**

The changes outlined in the MOA will be incorporated in the official Collective Agreement and the Out-of-Scope Salary Grid Schedules will be updated to reflect the approved wage increases.

RPT 22-64 Page **3** of **3** 

#### FINANCIAL IMPLICATIONS:

The total earnings and benefits for CUPE 160 in 2019 was approximately \$13.59 million including benefits. The cumulative impact of monetary adjustments proposed over the two-year agreement is estimated to be \$717,636.

The total earnings and benefits for CUPE 882 in 2019 was approximately \$5.28 million. The cumulative impact of monetary adjustments proposed over the two-year agreement is estimated to be \$278,817.

The total earnings and benefits for Out-of-Scope in 2019 was approximately \$6.99 million. The cumulative impact of monetary adjustments proposed over the two-year agreement is estimated to be \$\$369,115.69.

The 2020 and 2021 budgets have accounted for wage adjustments for the CUPE and Out-of-Scope work units.

Wage increases and any applicable retroactive pay will be funded from the 2020 and 2021 Approved operating budgets. Wage increases will be payable to all current and former employees of the City of Prince Albert as of the dates specified and for the entire period of time during which such employee was employed or currently remains employed by the City.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no further options, privacy or OCP considerations.

#### STRATEGIC PLAN:

Corporate Sustainability – Enhancing Employee Relationships Collective Bargaining is a critical aspect of the Labour Relations process. Respectful bargaining that balances the interests of both parties increases effectiveness to the organization.

#### **PUBLIC NOTICE:**

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

#### ATTACHMENTS:

- 1. CUPE 160 Memorandum of Agreement
- 2. CUPE 882 Memorandum of Agreement

Written by: Kiley Bear, Director of Corporate Services

Approved by: Jim Toye, City Manager

#### **MEMORANDUM OF AGREEMENT**

between

**CUPE LOCAL 160** 

and

# THE CORPORATION OF THE CITY OF PRINCE ALBERT

**DECEMBER 8, 2021** 

#### ARTICLE XXII - TERM OF AGREEMENT

#### 22.01 Duration

This Agreement shall be binding and remain in effect from January 1, <del>2017</del> **2020** to December 31, <del>2019</del> **2021** and shall continue from year to year thereafter unless either party gives to the other party notice in writing between the period of thirty (30) days and sixty (60) days prior to the termination date of their desire to negotiate revisions to the Agreement or to terminate the Agreement. All conditions of this Agreement, except a general increase to rates of pay, are negotiable during the term of this Agreement.

1

#### PAY SCHEDULES TO BE ADJUSTED AS FOLLOWS:

- Economic increase of 1.75 per cent effective January 1, 2020
- Economic increase of 1.75 per cent effective January 1, 2021

Dated this day of	, 2021 at Prince Albert, Saskatchewan.
	KB
ON BEHALF OF:	ON BEHALF OF:
THE CORPORATION OF THE	THE CANADIAN UNION OF PUBLIC
CITY OF PRINCE ALBERT	EMPLOYEES LOCAL 160
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1 Marie	and hope

https://cupe.sharepoint.com/sites/princealbertareaoffice/shared documents/locals/160 city of prince albert/collective agreements/2021/moa\_l160\_2021\_12\_08.docx

#### **MEMORANDUM OF AGREEMENT**

#### between

#### **CUPE LOCAL 882**

and

# THE CORPORATION OF THE CITY OF PRINCE ALBERT DECEMBER 15, 2021

#### **ARTICLE 22 – TERM OF AGREEMENT**

#### 22.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2017 2020 to December 31, 2019 2021 and shall continue from year to year thereafter unless either party gives to the other party notice in writing between the period of thirty (30) days and sixty (60) days prior to the termination date of their desire to negotiate revisions to the Agreement or to terminate the Agreement. All conditions of this Agreement, except a general increase to rates of pay, are negotiable during the term of this Agreement.

#### **PAY SCHEDULES TO BE ADJUSTED AS FOLLOWS:**

- Economic increase of 1.75 per cent effective January 1, 2020
- Economic increase of 1.75 per cent effective January 1, 2021

Dated this day of day o

ON BEHALF OF: THE CORPORATION OF THE

CITY OF PRINCE ALBERT

ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC

882

**EMPLOYEES LOCAL 882** 

https://cupe.sharepoint.com/sites/princealbertareaoffice/shared documents/locals/882 city of prince albert/collective agreements/2021/moa\_l882\_2021\_12\_15.docx dle:cope491



#### **RPT 22-55**

TITLE: Obstructive Solicitation Bylaw - 3rd Reading

**DATE:** January 31, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

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

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

To request third and final reading of Bylaw No. 4 of 2022.

#### **BACKGROUND:**

As members of Council are aware, Bylaw No. 4 of 2022, was introduced, and given two (2) readings at the January 24, 2022 City Council meeting.

#### PROPOSED APPROACH AND RATIONALE:

As outlined, in RPT 22-28, as attached, in order to approve the amendment to the Obstructive Solicitation Bylaw, it is necessary to have the Bylaw placed before City Council for consideration of third and final reading.

#### **CONSULTATIONS:**

Bylaw No. 4 of 2022 was published in full text on the January 24, 2022 City Council meeting Agenda for review by the public and members of Council.

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

The Bylaw, once approved, will be executed by the Mayor and City Clerk and then placed on The City's website.

RPT 22-55 Page **2** of **2** 

#### OTHER CONSIDERATIONS/IMPLICATIONS:

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

#### STRATEGIC PLAN:

Active and Caring Community:

The City strives to provide high quality services to meet the dynamic needs and expectations of our citizens

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

Section 12 of the Official Community Plan addresses Public Safety.

#### **PUBLIC NOTICE:**

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

#### **ATTACHMENTS:**

- 1. Obstructive Solicitation Bylaw Approval (RPT 22-28)
- 2. Bylaw No. 4 of 2022

Written by: Sherry Person, City Clerk

Approved by: City Manager



#### **RPT 22-28**

TITLE: Obstructive Solicitation Bylaw Approval

**DATE:** January 13, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

That Bylaw 4 of 2022, a Bylaw to amend the Obstructive Solicitation Bylaw 8 of 2007 3 Readings

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

To inform City Council of the Obstructive Solicitation Bylaw and approve amendments as suggested by the City Solicitor.

#### **BACKGROUND:**

At the City Council Meeting dated November 8<sup>th</sup>, 2021 the following motion was approved:

That Administration, through Bylaw Enforcement and in consultation with the Chief of Police, City Solicitor and relevant public stakeholders, review the City's Obstructive Solicitation Bylaw and Best Municipal Practices in order to identify and recommend bylaw, enforcement and resourcing options that would more effectively discourage the accosting of residents and customers of businesses by persons aggressively seeking donations for personal use or benefit; and,

That recommendations come back to City Council on or before December 13, 2021.

At the December 13, 2021 City Council Meeting, a report was approved by City Council which outlined amendments to the current obstructive Solicitation Bylaw which speaks to these items.

#### PROPOSED APPROACH AND RATIONALE:

There have been several instances where members of the Public have felt uncomfortable or obstructed while they are trying to engage in usual activities or engagements in a Public Setting.

RPT 22-28 Page 2 of 3

The idea behind this motion is understood to assess and consider existing or further options or tools that the City may use in order to help address this problem.

The City of Prince Albert currently has in place and can utilize Bylaw 8 of 2007 for this purpose, however the City Solicitor has suggested that in order to strengthen the Bylaw, some amendments are required to ensure the Bylaw better captures certain common situations, such as intimidation specifically related to patrons coming and going from retail stores, or places of business. There is already a deterrent in place under the Bylaw in fines up to \$2,000, which the proposed amendments suggest could be made per incident.

Given the nature of the offence in question, it is recognized that enforcement under the Bylaw will be practically reliant on:

- enforcement resources receiving cooperation from complainants and business owners to identify offending parties after the fact, or
- police equipped to address the confrontational situation by attending to a location where a complaint identifies the solicitation to be on an ongoing basis;
- the strategic stationing of police resources outside of known problem areas.

Business owners can also assist by identifying and banning the soliciting parties from their private property, giving police further legal authority to remove trespassers from common solicitation areas.

The Prince Albert Police Service states that City of Prince Albert Bylaw No. 8 of 2007 provides the opportunity for the Prince Albert Police Service to proactively monitor and address obstructive solicitation which could potentially curb the undesired behaviour. Organizations that experience obstructive solicitation are encouraged to report instances to the Prince Albert Police Service. Bylaw No. 8 provides the police the opportunity to lawfully investigate and enforce obstructive solicitation.

For these reasons, implementation of a communication strategy targeted generally at business owners, or at particularly impacted business owners would benefit the enforcement process.

#### **CONSULTATIONS:**

The City Solicitor and Prince Albert Police Service have both been consulted in preparation of this report.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

implementation of a communication strategy targeted generally at business owners, or at particularly impacted business owners will be arrange in order to benefit the enforcement process.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options to the recommendation, Policy Implications, Financial Implications or Privacy Implications

RPT 22-28 Page **3** of **3** 

#### **STRATEGIC PLAN:**

Active and Caring Community:

The City strives to provide high quality services to meet the dynamic needs and expectations of our citizens

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

Section 12 of the Official Community Plan addresses Public Safety

#### **PUBLIC NOTICE:**

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

#### PRESENTATION:

None

#### **ATTACHMENTS:**

1. Bylaw 4 of 2022

2. Amended Obstructive Solicitation Bylaw

Written by: Director of Planning and Development Services

Approved by: City Manager

# CITY OF PRINCE ALBERT BYLAW NO. 8 OF 2007

A Bylaw of The City of Prince Albert to control Obstructive Solicitation for Donations.

WHEREAS the Council of The City of Prince Albert deems people need a safe and civil environment in public places within the City of Prince Albert where residents and visitors may freely engage in the usual activities and enjoyments of the urban setting;

AND WHEREAS residents and visitors in the City are entitled not to be obstructed while enjoying public places;

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

#### **Title**

1. This Bylaw may be cited as "The Obstructive Solicitation Bylaw."

#### **Definitions**

2. In this Bylaw:

# "captive audience" means:

- (a) a person who is using, waiting to use, or departing from an automated teller machine, a bank or credit union;
- (b) a person who is using, waiting to use, or departing from a public pay telephone:
- (c) a person who is waiting at a public transit stop or taxi stand;
- (d) a person who is in or on a public transit vehicle;

PAGE1

- (e) a person who is in an elevator;
- (f) a person who is in an area of the downtown pedestrian walkway system;
- (g) a person who is in the process of getting in, out of, on or off a vehicle, or who is in a parking lot;
- (h) a person who is seated in an outdoor area of a restaurant or bar in which food or beverages are being served
- (i) a person who is in process of entering or departing from a retail, business or office premises, such person(s) to be referred to in this Bylaw as "customer(s)".

#### "causes an obstruction" means conduct that has the effect:

- (a) in the course of solicitation, to obstruct or impede the convenient passage of any pedestrian or vehicular traffic in a street;
- (b) to continue to solicit from or follow a pedestrian after that person has made a negative response to the solicitation;
- (c) to verbally threaten, or insult a pedestrian in the course of or following a solicitation:
- (d) to physically approach and solicit from a pedestrian as a member of a group of three or more persons; or
- (e) to solicit a captive audience;
- (f) to solicit a customer in any manner that reasonably causes the customer to feel unsafe or intimidated.

"solicit" means to ask, whether by spoken, written or printed word, or gestures, for donations of money or other things of value for one's self or for any other person, and solicitation has a corresponding meaning;

"street" has the same meaning as in The Cities Act.

3. No person shall solicit in a manner which causes an obstruction.

# Penalty

- 4. (1) Any person who contravenes any provision of this Bylaw is guilty of an offence punishable on summary conviction and liable:
  - (a) to a fine of up to than \$2,000 per offence;
  - (2) When a police officer issues a summary ticket for a violation of this Bylaw,

#### {0**B3Y6L1AW NO. 8 OF 2007**

PAGE2

that police officer may enter on the ticket the amount of \$100.00 which, if paid within the time prescribed; will be accepted as a guilty plea to the offence.

Any person who is in default of payment of a fine imposed pursuant to this (3)section may be-liable to a term of imprisonment not exceeding ninety (90) days.

# **Coming Into Force**

The Bylaw comes into force on the day of passage. 5.

INTRODUCED AND READ A FIRST TIME THIS 24 DAY OF September ,AD 2007.

READ A SECOND TIME THIS

24

DAY OF September ,AD 2007.

READ A THIRD TIME AND PASSED THIS

24

DAY OF September ,AD 2007.

# CITY OF PRINCE ALBERT BYLAW NO. 4 OF 2022

A Bylaw of The City of Prince Albert to amend The Obstructive Solicitation Bylaw, being Bylaw No. 8 of 2007

WHEREAS it is desirable to amend the City of Prince Albert Obstructive Solicitation Bylaw No. 8 of 2007;

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

- 1. That Bylaw No. 8 of 2007 be amended as follows:
  - a) Section 2:
    - By adding to the definition "captive audience" Subsection (i) as follows:
      - "(i) a person who is in process of entering or departing from a retail, business or office premises, such person(s) to be referred to in this Bylaw as "customer(s)".
    - ii) By deleting the definition "causes an obstruction" in its entirety; and,
    - iii) Replace with the following definition for "causes an obstruction":

"causes an obstruction means conduct that has the effect:

(a) in the course of solicitation to obstruct or impede the convenient passage of any pedestrian or vehicular traffic in a street:

- (b) to continue to solicit from or follow a pedestrian after that person has made a negative response to the solicitation;
- (c) to verbally threaten or insult a pedestrian in the course of or following a solicitation;
- (d) to physically approach and solicit from a pedestrian as a member of a group of three or more persons;
- (e) to solicit a captive audience; or
- (f) to solicit a customer in any manner that reasonably causes the customer to feel unsafe or intimidated."
- b) Section 4:
  - i) By deleting Subsection 4.(1)(a) in its entirety; and,
  - ii) Replace with the following Subsection 4(1)(a):
    - "(a) to a fine of up to \$2,000 per offence."
- This bylaw shall come into force and effect on, from and after the final passing thereof.

INTRODUCED AND READ A FIRST TIME THIS 24th DAY OF January ,AD 2022.

READ A SECOND TIME THIS 24th DAY OF January ,AD 2022.

READ A THIRD TIME AND PASSED THIS DAY OF JAN 2022.

MAYOR

CITY CLERK



#### **RPT 22-56**

**TITLE:** Board & Committee Appointment Vacancies

DATE: February 3, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

1. That the composition of the Prince Albert Public Library Board consists of the Mayor and eight (8) members, as appointed by City Council, and in accordance with *The Public Libraries Act*, 1996; and,

2. That the Appointments to City Council's Boards & Committees be approved, as outlined on the attached Appendix A to RPT 22-56.

# **TOPIC & PURPOSE:**

The purpose of the report is to approve appointments to fill vacancies on various City Council's Boards and Committees, and amend the composition of the Prince Albert Library Board.

#### **BACKGROUND:**

As you are aware, some appointments to the City's Boards & Committees were considered at the November 29, 2021 City Council meeting. Since that time, some changes and vacancies have occurred.

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.

This report outlines the appointments to the various City Boards & Committees that are required due to changes, vacancies or as a result of composition changes.

#### PROPOSED APPROACH AND RATIONALE:

At this time, it is necessary to make changes and fill vacancies in order to ensure continuity of each of the Boards and Committees. The attached Appendix A outlines the Mayor's recommendations for appointments to various City Boards & Committees.

RPT 22-56 Page **2** of **4** 

For your reference, Appendix A also outlines the previously appointed members, current member of Council appointments, and the expiry of those appointments as it relates to the specific Board or Committee.

#### Golf Course Advisory Committee

In an email dated January 27, 2022, the Secretary of the Prince Albert Golf & Curling Club advised that the Board of Directors appointed Brett Blakely as the Prince Albert Golf & Curling Club representative for the City's Golf Course Advisory Committee, replacing Kelly Timmerman in this role.

# Planning Advisory Committee

The City Clerk's Office received an email notification on January 27, 2022 from Jordan Biggins, member of the Planning Advisory Committee, advising of his resignation from the Committee. Therefore, the Mayor has selected another individual to participate as a member on the Committee, which is outlined in the attached Appendix A.

# Prince Albert Public Library Board

At the May 3, 2021 City Council meeting, the composition of the Public Library Board was amended from eight (8) to six (6) members at large. With the Mayor legislated as one of the members of the Board, in accordance with Section 13(1) of *The Public Libraries Act, 1996*, the total composition of the Board was approved as seven (7) voting members.

Various Board & Committee appointments were approved at the November 29, 2021 City Council meeting, which included the following appointments for the Public Library Board, as noted in bold:

Mayor G. Dionne (Mayor)
Councillor T. Zurakowski (Mbr of Council) - 2022
Anant Brahmbhatt (Mbr at Large) - 2023
Glenda Casavant (Mbr at Large) - 2022
Denise Jones (Mbr at Large) - 2022
Amy Webb (Mbr at Large) - 2022
Cenedella Dawn Lee (Mbr at Large) - 2023

Following Council's approval of the new members as noted above, correspondence dated December 20, 2021, was received by Vice Chair, Prince Albert Public Library Board, requesting that Tracey Smith, be considered for re-appointment as a member of the Library Board, as she was recently elected as Chair. This correspondence was considered by City Council at its January 10, 2022 Executive Committee meeting, and the following motion was approved:

- "1. That the City request that the Prince Albert Public Library Board increase the composition of the Board from seven (7) members to nine (9) members; and,
- 2. That Tracey Smith be appointed to the Prince Albert Public Library Board once the Board composition is increased."

RPT 22-56 Page **3** of **4** 

Subsequently, the City Clerk was advised in an email from Greg Elliott, Deputy Director, Prince Albert Public Library, of the following motion of the Board dated January 21, 2022:

"That the Prince Albert Public Library Board request that City Council:

- 1. Approve a composition of 8 members plus the Mayor to the Prince Albert Public Library Board in accordance with the Provincial Libraries Act, 1996; and.
- 2. Appoint Tracey Smith to the Prince Albert Public Library Board."

In that regard, the Mayor reviewed and provided a recommendation for the two vacant positions, as noted on Appendix A.

#### **CONSULTATIONS:**

In accordance with Section 74 of the Procedure Bylaw, a meeting with the Mayor was held to review the Applications received for consideration of the upcoming vacancies. The confidential applications are available for review by members of Council upon request.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Correspondence will be forwarded to all 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 all 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.

RPT 22-56 Page **4** of **4** 

#### 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 or 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.

#### **ATTACHMENTS:**

1. Appendix A - Recommendation Listing

Written by: Terri Mercier, Corporate Legislative Manager

Approved by: City Clerk & City Manager

# APPENDIX "A"

# THE CITY OF PRINCE ALBERT BOARD AND COMMITTEE APPOINTMENTS

• \* Denotes Chairperson; \*\* Denotes Vice-Chairperson, if approved by Council.

PLEASE NOTE THAT ONLY THE BOARDS & COMMITTEES THAT REQUIRE APPOINTMENTS OR AS OTHERWISE NOTED ARE LISTED BELOW.

Boards and Committees	Current Appointed Members	Mayor Recommended Appointees	Expiry							
ADVISORY COMMITTEES OF COUNCIL  • All appointments to Advisory Committees are for a 2 year term or as otherwise noted.										
Golf Course Advisory Committee	*Mayor G. Dionne (Mbr of Council)  **Councillor D. Cody (Mbr of Council)  Rick Genest (Mbr at Large)  Jeff McKeand (Men's Club)  Jackie Packet (Business Ladies Club)  Vimy Penner (Tuesday Ladies Club)  (PAGCC)  John Toner (Senior Men's Club)	Brett Blakely (PAGCC)	December 31, 2022							
Planning Advisory Committee	*Councillor T. Lennox-Zepp (Mbr of Council)  **Councillor D. Kilmer (Mbr of Council)  Hannah Buckie (Mbr at Large)  Clayton Clark (Mbr at Large)  Victor Hernandez (Mbr at Large)  Carmen Plaunt (Mbr at Large)  Kim Scruby (Mbr at Large)  Kyle Smith-Windsor (Mbr at Large)	Matthew Roberts	December 31, 2022							
• All Appointments to Board	BOARDS OF COUNC s are as noted or until a successor is appointed, e • Board Chair and Vice-Chair are selected	except where a member of Cour	ncil is not re-elected.							
Prince Albert Public Library Board	Mayor G. Dionne (Mayor) Councillor T. Zurakowski (Mbr of Council) - 2022 Anant Brahmbhatt (Mbr at Large) - 2023 Glenda Casavant (Mbr at Large) - 2022 Denise Jones (Mbr at Large) - 2022 Cenedella Dawn Lee (Mbr at Large) - 2023 Amy Webb (Mbr at Large) - 2022 2023 2023	Tracey Smith Benjamin Johnston	Staggered ending December 31, 2022 and 2023 or until a successor is appointed, as indicated. Mayor's appointment is a requiremen of the Act.							



#### **RPT 22-79**

TITLE: Supplementary Report - Committee Appointment Vacancy

**DATE:** February 14, 2022

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

That Diane Kopchynski be appointed as a member of the Community Services Advisory Committee for the term ending December 31, 2022.

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

The purpose of the report is to approve an appointment to fill the recent vacancy on the Community Services Advisory Committee.

#### **BACKGROUND:**

As you are aware, City Council, at its meeting of February 15, 2022, will be considering a report (RPT 22-56), with respect to the appointment of individuals to various Boards & Committees. This report outlines an addition to the appointment listing being considered in Appendix A of RPT 22-56.

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 on February 9, 2022 from Kim Conarroe, member of the Planning Advisory Committee, advising of her resignation from the Committee. Therefore, the Mayor has selected Diane Kopchinski as the replacement to participate as a member on the Committee.

This email correspondence was only received following the Agenda Review meeting for the

RPT 22-79 Page **2** of **3** 

agenda items to be considered for the February 15<sup>th</sup> City Council meeting, therefore, this addition was not included in the Appendix A listing of RPT 22-56.

#### **CONSULTATIONS:**

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

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Correspondence will be forwarded to all 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 all 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 or good

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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



**INQ 22-1** 

# **MOTION:**

To be received as information and filed.

# **ATTACHMENTS:**

1. January 24, 2022 Inquiry Responses

Written by: Jim Toye, City Manager

To: City Council From: City Manager

Councillor	Inquiry #	Inquiry	Dep't Sent to	Date Responded	Response
Councillor Miller	INQ#22-01	How many tickets have been issued with respect to the City's Spitting, Urination and Defecation Bylaw No. 36 of 2020 and the City's Alley Access Bylaw No. 8 of 2020?	Police Service	31-Jan	BYLAW NO. 36 OF 2020 Spitting/ Urinate Bylaw  • 295 tickets issued by PAPS from 2012 to 2022.  2012 – 79  2013 – 83  2014 – 54  2015 – 32  2016 – 11  2017 – 20  2018 - 6  2019 – 7  2020 – 2  2021 – 1  BYLAW No. 8 of 2020 Alley Access Bylaw  • Our record search found one ticket and the accused who was charged under the bylaw was also charged criminally.
Councillor Miller	INQ#22-02	How much money was used for Snow Removal and Infrastructure from the Base Tax each year from 2018 to 2021?	Financial Services	31-Jan	Please see attached response.

# **RESPONSE TO INQUIRY #22-02**

How much money was used for Snow Removal and Infrastructure from the Base Tax each year from 2018 to 2021?

Response:

The allocation from the Base Tax to the Future Infrastructure Reserve (and to the General Fund for years to make up budget shortfalls) is \$620,000 annually.

	2018	2019	2020	2021 Est.*
Snow Management and Future Infrastructure Base Tax:	1,346,027	1,347,448	1,348,876	1,303,480
Future Infrastructure annual reserve allocation	620,000	620,000	620,000	620,000
Base Tax after Future Infrastructure annual allocation (Amount remaining for Snow Management).	726,027	727,448	728,876	683,480
Total Snow Management Expenses Incurred	1,147,971	1,071,263	1,521,043	1,154,245
*2021 Expenses incurred have not been finalized and are su change.	bject to			

After the annual Future Infrastructure allocation of \$620,000, the remaining revenue from the base tax is used to cover snow management expenses. Snow management expenses are not fully covered by the base tax.



**MOT 22-1** 

# **MOTION:**

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

Written by: Councillor T. Head



#### **MOT 22-2**

#### **MOTION:**

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.

Written by: Councillor D. Kilmer