



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

AGENDA

**MONDAY, JULY 11, 2022, 2:00 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 June 13, 2022 City Council Meeting Minutes for Approval (MIN 22-55)

7. NOTICE OF PROCLAMATIONS

7.1 World Scleroderma Awareness Day - June 29, 2022

7.2 Food Canada Day - July 30, 2022

7.3 National Drowning Prevention Week - July 17 - 23, 2022

8. PUBLIC HEARINGS

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

- 11.1 Margo Fournier Centre - Expression of Interest (RPT 22-265)
- 11.2 Prince Albert Youth Soccer Association Lease Agreement (RPT 22-257)
- 11.3 Forestry Management Plan Update (RPT 22-266)
- 11.4 2022 Base Tax Abatement on Unserviced Land (RPT 22-264)
- 11.5 2022 Care Home Abatements (RPT 22-261)
- 11.6 2022 Request for Tax Relief (RPT 22-263)
- 11.7 PADBID Reserve Fund – Security in PADBID Region (RPT 22-271)
- 11.8 Disposal of Tax Title Land 551 6th Street East - Update (RPT 22-260)
- 11.9 Letter of Understanding - Engineering Technicians (RPT 22-273)
- 11.10 Municipal Employee Pension Plan Commission Appointment (RPT 22-270)

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

15. INQUIRIES RESPONSES

- 15.1 June 13, 2022 City Council Meeting Inquiry Responses (INQ 22-6)

16. NOTICE OF MOTION

17. MOTIONS

18. PUBLIC FORUM

- 18.1 Melanie Markling

19. ADJOURNMENT



City of
Prince Albert

MIN 22-55

MOTION:

That the Minutes for the City Council Regular Meeting held June 13, 2022, be taken as read and adopted.

ATTACHMENTS:

1. Minutes



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

MINUTES

**MONDAY, JUNE 13, 2022, 5:00 P.M.
COUNCIL CHAMBER, CITY HALL**

PRESENT:

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

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

1. CALL TO ORDER

Mayor Dionne called the meeting to order.

2. PRAYER

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

3. APPROVAL OF AGENDA

0212. **Moved by:** Councillor Head
Seconded by: Councillor Kilmer

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

1. That Correspondence from Evert Botha dated June 13, 2022, be added for consideration with Item No. 11.1; and,
2. That Item No. 11.3 be moved forward for consideration before Item No. 11.1.

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

Against: Councillor Zurakowski

CARRIED (8 to 1)

4. PRESENTATIONS & RECOGNITIONS

5. DECLARATION OF CONFLICT OF INTEREST

6. ADOPTION OF MINUTES

0213. **Moved by:** Councillor Miller
Seconded by: Councillor Head

That the Minutes of the Council Regular Meeting held May 16, 2022, be taken as read and adopted.

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

CARRIED UNANIMOUSLY

7. NOTICE OF PROCLAMATIONS

7.1 Longest Day of Smiles – June 19, 2022

7.2 Recreation Professionals Week – June 20 – 26, 2022

8. PUBLIC HEARINGS

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

11.3 Crosswalk Safety Improvements (RPT 22-246)

11.3.1 Letters of Opposition – Crosswalk at 2nd Avenue and 13th Street West (CORR 22-59)

1. Gisele O'Neill; and,
2. Jeanne Lapierre.

0214. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Head

That the following six (6) Crosswalk Safety Improvements be approved:

1. 10th Avenue West at Victoria Hospital – Installation of a Rectangular Rapid Flashing Beacons Treatment;
2. 15th Avenue East near Helme Crescent – Installation of a Rectangular Rapid Flashing Beacons Treatment;
3. 6th Avenue East at 8th/9th Street – Installation of a Rectangular Rapid Flashing Beacons Treatment at 9th Street East;
4. 1st Avenue East at 8th Street – Removal of the existing Pedestrian Half-Signal and installation of Standard Pedestrian Crossing Signage and Zebra Crosswalk Paint;
5. 3rd Avenue East at 28th Street – Removal of existing Pedestrian Half-Signals and installation of a Rectangular Rapid Flashing Beacons Treatment; and,

6. 4th Avenue East at 22nd Street – Removal of existing Pedestrian Half-Signal and installation of an Overhead Flashing Beacon Treatment.

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

CARRIED UNANIMOUSLY

- 11.1 Updated Funding for Aquatic and Arenas Recreation Centre – June 2022 (RPT 22-254)

- 11.1.1 Updated Funding for Aquatic and Arenas Recreation Centre Questions (CORR 22-60) (PRESENTED AT MEETING)

0215. **Moved by:** Councillor Cody
Seconded by: Councillor Zurakowski

1. That Administration proceed with the borrowing of an additional \$30 million dollars in Year 2023 for the construction of the Aquatic and Arenas Recreation Centre;
2. That Administration increase the City's debt limit to \$120,000,000;
3. That the External Capital Financing in the amount of \$3,997,443.40, be re-allocated to fund the construction costs of the Aquatic and Arenas Recreation Centre; and,
4. That the taxation from the Yard Development fund the remaining costs of the principle and interest payments for the borrowing of the additional funds not funded from the Civic Facilities Levy annually.

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

Against: Councillors Head, Lennox-Zepp, Miller and Ogrodnick

CARRIED (5 to 4)

- 11.2 Aquatic & Arenas Construction Tender Award (RPT 22-255)

0216. **Moved by:** Councillor Kilmer
Seconded by: Councillor Edwards

1. That the Contract of Construction for the Aquatic and Arenas Recreation Centre be awarded to Graham Construction LP in the amount of \$105,268,000, plus applicable Goods and Services Tax and Provincial Sales Tax;

2. That the Alternate Price #11 – Revised Foundation Design Load Factor 0.6, for a credit of \$567,000 and Separate Price #1 – Two Pile Load Testing, for a cost of \$110,000, and a total credit of \$457,000, be approved;
3. That a Value Engineering Change Order #1 for 49 Value Engineering Items for a total estimated credit of \$6,672,900, be approved;
4. That an overall project budget including; management, design, fit-up, furnishings, construction, contingencies, and applicable taxes at \$113,888,950, be approved;
5. That the cost of the project be covered, as detailed in RPT 22-253 – Updated Funding for Aquatic and Arenas Recreation Centre – June 2022; and,
6. That the Mayor and City Clerk be authorized to execute the Contract and any other applicable documents on behalf of The City, once prepared.

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

Against: Councillors Head, Lennox-Zepp and Miller

CARRIED (6 to 3)

11.4 Crosswalk Policy (RPT 22-236)

0217. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Miller

That Administration provide a report on options to the Crosswalk Policy regarding the Fee, Arterial Roads, Date of Applications, Painting of Roadways and Colour Painting Applications for consideration at an upcoming Executive Committee meeting.

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

CARRIED UNANIMOUSLY

11.5 Accessible Parking 888 1st Ave E (RPT 22-245)

0218. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Kilmer

That the Public Works Department consult with the affected resident in regards to the installation of an Accessible Parking Stall on 9th Street East near the entrance of 888 – 1st Avenue East.

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

CARRIED UNANIMOUSLY

11.6 Friendship City Partnership with Thorey en Plaine – Update (RPT 22-238)

0219. **Moved by:** Councillor Ogrodnick
Seconded by: Councillor Head

1. That the update on the Friendship City partnership with Thorey en Plaine, France be received as information and filed; and,
2. That the Mayor and City Clerk be authorized to sign the Charter on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

11.7 Regional Procurement Partnership Policy (#88) (RPT 22-7)

0220. **Moved by:** Councillor Kilmer
Seconded by: Councillor Miller

That Regional Procurement Partnership Policy No. 88, as attached to RPT 22-7, be rescinded.

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

Against: Councillors Edwards and Zurakowski

CARRIED (7 to 2)

11.8 1st Application for Title – Tax Enforcement (RPT 22-218)

0221. **Moved by:** Councillor Zurakowski
Seconded by: Councillor Lennox-Zepp

That The City proceed with First Application for Title for the property tax accounts as listed on the attachment to RPT 22-218.

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

CARRIED UNANIMOUSLY

11.9 2021 Audited Consolidated Financial Statements (RPT 22-247)

0222. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

1. That the Audited Consolidated Financial Statements for the year ended December 31, 2021, as attached to RPT 22-247, be approved; and,
2. That the Mayor and City Clerk be authorized to execute any necessary documents on behalf of The City, if required.

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

CARRIED UNANIMOUSLY

11.10 Disposal of 848 – 18th Street West – Update (RPT 22-232)

0223. **Moved by:** Councillor Miller
Seconded by: Councillor Kilmer

1. That the vacant property located at 848 – 18th Street West, legally described as Lots 30, 31 and 32, Block 15, Plan No. B1026, Extension 15, 16, and 17 respectively, be listed for sale for \$1, subject to:
 - a. A \$10,000 Retainer Fee being required at the time of purchase, to be returned upon successful removal of all conditions of sale; and,

2. That the Mayor and City Clerk be authorized to execute the Sale Agreement and any other necessary documentation on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

11.11 License Agreement – Rally Motors Ltd. and Prism Holdings Ltd. (RPT 22-233)

0224. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

1. That the License Agreement between The City and Rally Motors Ltd. for the use of a portion of boulevard along 38th Street East, legally described as a portion of Station/Lane 7, Plan No. 70PA08084, Extension 0, and as shown in the attached Location Plan “A”, be approved, subject to:
 - a. The term of the License Agreement being five (5) years, to include the option to renew for one (1) additional five (5) year term; and,
 - b. The Annual License Fee be \$405.76 plus Goods and Services Tax, with an annual rate increase of two percent (2%), subject to renegotiation at the end of the first term;
2. That the License Agreement between The City and Prism Holdings Ltd. for the use of a portion of boulevard along 38th Street East, legally described as a portion of Station/Lane 7, Plan No. 70PA08084, Extension 0 and as shown in the attached Location Plan “B”, be approved, subject to:
 - a. The term of the License Agreement being five (5) years, to include the option to renew for one (1) additional five (5) year term; and,
 - b. The Annual License Fee be \$347.65 plus Goods and Services Tax with an annual rate increase of two percent (2%), subject to renegotiation at the end of the first term; and,
3. That the Mayor and City Clerk be authorized to execute the Agreements on behalf of The City.

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

Against: Councillor Ogrodnick and Mayor Dionne

CARRIED (7 to 2)

11.12 Signature Developments Subdivision – Parcels 4, 5, 6 & 7 (RPT 22-244)

0225. **Moved by:** Councillor Cody
Seconded by: Councillor Zurakowski

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

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

CARRIED UNANIMOUSLY

11.13 Destination Marketing Levy Policy – Amended as Per Executive Committee (RPT 22-242)

0226. **Moved by:** Councillor Edwards
Seconded by: Councillor Cody

That the Destination Marketing Levy Policy No. 89.3, as attached to RPT 22-242, be approved.

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

Against: Councillors Head, Kilmer, Lennox-Zepp and Miller

CARRIED (5 to 4)

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

14.1 Councillor Head – Parking Issues at Boat Launch

What is being done for messaging about the Boat Launch Parking Issues, will there be No Parking Signs being put up or tickets issued.

14.2 Councillor Head – Intersection of 1st Avenue East and 8th Street

When will the Intersection at 1st Avenue East and 8th Street be completed.

14.3 Councillor Kilmer – Alfred Jenkins Field House Parking

Can Administration look at solutions/signs to help alleviate parking/additional parking at the Alfred Jenkins Field House, specifically for spring sessions.

14.4 Councillor Miller – Alfred Jenkins Field House Showers

When is the Alfred Jenkins Field House going to get showers.

14.5 Councillor Miller – Grass Cutting – 9th Avenue West and 13th and 18th Street

Grass Cutting is needed in the empty lots in the Northside corner lots of 9th Avenue West and 13th Street and 9th Avenue West and 18th Street.

14.6 Councillor Miller – City Buses

How is the buses situation coming along, as there was difficulty with buses not running on the West Flat and upper East Hill.

14.7 Councillor Edwards – Art Hauser Centre Parking Lot Traffic

The Art Hauser Centre Parking Lot has an issue with vehicles burning around, squealing tires during the daytime, early evening and late evenings. What is the plan to fix this.

15. INQUIRY RESPONSES

15.1 May 16, 2022 City Council Meeting Inquiry Responses (INQ 22-5)

0227. **Moved by:** Councillor Zurakowski

Seconded by: Councillor Kilmer

That INQ 22-5 be received as information and filed.

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

CARRIED UNANIMOUSLY

16. NOTICE OF MOTION

17. MOTIONS

- 17.1 Motion – Mayor Dionne – Disallow issuing Permits to Contractors with Outstanding Permit Requirements (MOT 22-9)

Councillor Kilmer assumed the Chair.

0228. **Moved by:** Mayor G. Dionne
Seconded by: Councillor Zurakowski

That The City disallow issuing permits to any developer or contractor with outstanding permit requirements or financial obligations to the City. For example, this includes Building Permits, Development Permits, Licensing Permits, Landscaping, Taxes, Lease Fees, etc.

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

CARRIED UNANIMOUSLY

Mayor Dionne resumed the Chair.

18. PUBLIC FORUM

19. ADJOURNMENT – 7:35 P.M.

0229. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

That this Council do now adjourn.

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

CARRIED UNANIMOUSLY

MAYOR GREG DIONNE CITY CLERK

MINUTES ADOPTED THIS 11TH DAY OF JULY, A.D. 2022.



RPT 22-265

TITLE: Margo Fournier Centre - Expression of Interest

DATE: June 23, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Sale Agreement between The City and Prince Albert Grand Council for the Margo Fournier Centre Facility and Property located at 1211 – 1st Avenue West, be approved in the amount of \$375,000;
2. That the Lease Agreement between The City and Prince Albert Grand Council for the portion of the site occupied by the Kinsmen Community Heritage Centre, be approved in the annual amount of \$1;
3. That Administration forward a report to explore alternate recognition for Margo Fournier for consideration by members of Council at an upcoming meeting; and,
4. That the Mayor and City Clerk be authorized to execute the Agreements on behalf of The City, once prepared.

ATTACHMENTS:

1. Margo Fournier Centre - Expression of Interest (RPT 22-258)
2. Sale Agreement (Received & Added on July 6, 2022)

Written by: Executive Committee



RPT 22-258

TITLE: Margo Fournier Centre - Expression of Interest

DATE: June 15, 2022

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That a Sale Agreement with the Prince Albert Grand Council for the Margo Fournier Centre Facility & Property located at 1211 – 1st Avenue West be prepared.

That a Lease Agreement in the annual amount of \$1.00 be finalized between the Prince Albert Grand Council and the City of Prince Albert for the portion of the site occupied by the Kinsmen Community Heritage Centre.

That Administration explore alternate recognition for Margo Fournier and provide a report to City Council at an upcoming meeting.

That the Mayor and City Clerk be authorized to execute any necessary Agreements once prepared.

TOPIC & PURPOSE:

The purpose of the report is to provide a recommendation to members of Council as a result of Expression of Interest #74/21.

BACKGROUND:

The Margo Fournier Centre currently offers recreation program opportunities and rentals by interested individuals and organizations. Adjacent to the Margo Fournier Centre is the Kinsmen Community Heritage Centre which is currently utilized by the Seniors Organization.

An Expression of Interest was publically distributed to solicit interest from external

organizations for the Sale of the Margo Fournier Centre. The Expression of Interest was clear that the use of the Kinsmen Community Heritage Centre by the Seniors Organization was to remain in the future for their continued use. The goal of the Expression of Interest was to investigate if any organizations are interested in owning and operating the facility in order to deliver targeted services that will benefit the city downtown core.

Administration proceeded with a follow up meeting with Prince Albert Grand Council in order to determine further specifics regarding their proposal.

This report is submitted for consideration at the June 20th, 2022 Executive Committee meeting.

PROPOSED APPROACH AND RATIONALE:

The below commentary is provided regarding the proposal submitted by the Prince Albert Grand Council. A copy is attached for reference.

Prince Albert Grand Council

- The Centre's downtown location is well suited for the services provided by PAGC Urban Services. The goal is to purchase the Margo Fournier Centre and re-locate from their current downtown location at 1401-B Central Avenue.
- \$375,000 has been submitted as the purchase price.
- Saskatchewan Indian Institute of Technologies serves as a major partner for Education & Career Training Opportunities.
- The following link provides further information related to their programs and services Urban Services – Prince Albert Grand Council (pagc.sk.ca)
- The submission summarizes all of their services and options for future program development.
- The vision is to create a Skills & Trades Centre with an Employment Readiness focus which would include but not be limited to:
 - Education Resources
 - Drivers License Training
 - Life Skills Programs
 - Odd Jobs Squad
 - Community & Sports Programming in the Gymnasium
 - Cultural Programming with Elders Presence
 - Partnerships with the Kinsmen Community Seniors Centre
 - Return to School Events
 - Mentorship Program with the City Police

- Hours of Operation would be similar to the current hours of operation to accommodate the day and evening programs. Security Personnel will be on site during the regular hours of operation with approximately 15 employees on site.

Lease Agreement – Kinsmen Community Heritage Centre

A lease in the annual amount of \$1.00 for the Kinsmen Community Heritage Centre will be finalized with the City as outlined in the attached Lease Area Plan. This will ensure the Kinsmen Community Heritage Centre will remain under the City's continuing and perpetual control for the Seniors to operate their programs and events. The City will maintain responsibility of the maintenance and proportional share of the Sask Power and Sask Energy utilities. In the event the Seniors Organization should itself decide to dissolve, the City would surrender it to the control of the Prince Albert Grand Council.

Facility Naming

The following is a link to Margo Fournier's profile on the City's website Margo Fournier Centre - City of Prince Albert (citypa.ca). Upon approval of the Sale of the Facility to Prince Albert Grand Council, an additional consideration is the transfer of the Naming Rights to an alternate location. To continue to honour Margo Fournier's contributions to the City of Prince Albert it is suggested that the Prince Albert Arts Centre located at 1010 Central Avenue be considered for renaming.

CONSULTATIONS:

Consultations have proceeded with the Prince Albert Grand Council as outlined in this report.

Secondly, consultation is currently underway with the Fournier Family to discuss the future recognition of Margo Fournier at an alternate location.

Additionally, the Financial Services Department was consulted in order to prepare an estimated 2022 Commercial Tax Levy Summary and consultation is underway with the City Solicitor to finalize the legal documentation.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The development of a Communication Plan will proceed in conjunction with the Prince Albert Grand Council once the Sale is complete.

Opportunities for City recreation programs and rentals will continue to be promoted through the Alfred Jenkins Field House.

FINANCIAL IMPLICATIONS:

The offer submitted by the Prince Albert Grand Council includes a \$375,000 purchase price.

A copy of the 2022 Commercial Tax Levy Summary for the facility is attached. The total annual property taxes for this location is estimated at \$30,340.56. The Municipal portion of the annual amount equals \$24,251.83.

There is no legislation to exempt the Prince Albert Grand Council from taxation. If the name of the property is changed to reserve land (meaning into Her Majesty the Queen's name) then the Prince Albert Grand Council would be exempt similar to their location across from the hospital. A Service Agreement with the City would then be developed that is equivalent to the Municipal portion of the property taxes.

The 2022 approved Operating Budget for the Margo Fournier Centre is attached. The total subsidy is budgeted at \$201,480. For comparison purposes, the 2021 budgeted subsidy was \$196,050. The facility was constructed in 1966 which will require the City to give further consideration to a Capital Plan for future budget years should ownership be retained.

PUBLIC NOTICE:

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

PRESENTATION: Verbal – Jody Boulet, Director of Community Services

ATTACHMENTS:

1. Margo Fournier Centre - Expression of Interest 74/21
2. Expression of Interest - Prince Albert Grand Council
3. Margo Fournier Centre - Building Summary
4. 2022 Commercial Tax Levy Summary
5. MFC 2022 Operating Budget
6. Seniors Heritage Centre - Lease Area Plan

Written by: Jody Boulet, Director of Community Services

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

Expression of Interest# 74/21

Margo Fournier Centre Expression of Interest

Clearly marked sealed Proposals will be received by the City of Prince Albert
until **2:30pm, Saskatchewan Time, Thursday, January 13th, 2022.**

City of Prince Albert
Purchasing Department
Municipal Service Centre
11 – 38th Street East
Prince Albert, SK S6W 1A5



City of
Prince Albert



City of Prince Albert
Expression of Interest EOI# 74/21

Margo Fournier Centre Community Outreach

1 Objective(s)

The City of Prince Albert is seeking any interested party to provide their vision for the re-use of the Margo Fournier Centre (MFC).

2 Instructions to interested parties

Proposals must be received by **2:30pm, Saskatchewan Time, Thursday, January 13, 2022.**

Your Proposal **must** be submitted in one (1) clearly marked sealed envelope with Agency Name and EOI number indicated on the envelope:

City of Prince Albert
Purchasing Department
Municipal Service Centre
11 – 38th Street East
Prince Albert, SK S6W 1A5
Phone: 306-953-4352

The proposals will be forwarded to the Selection Committee for review.

3 Inquiries

Inquiries, interpretations, or questions regarding this Expression of Interest are to be directed to:

Craig Guidinger, Director of Planning and Development Services, at 306-953-4370 or by email at cguidinger@citypa.com.

OR

Jody Boulet, Director of Community Services, at 306-953-4800 or by email at jboulet@citypa.com.

Site tours of the Margo Fournier Centre can also be coordinated by contacting the above individuals.

All other inquiries regarding the Expression of Interest (EOI) submissions are to be directed to Mike Lytle, Purchasing Manager, at 306-953-4352 or by email at mlytle@citypa.com.

4 EOI Process

Expressions of Interest received by the Purchasing Department **after 2:30pm, Saskatchewan Time, Thursday, January 13th, 2022** will not be considered.

Upon closing, the City of Prince Albert will review all submissions for completeness and compliance to the requirements of this Expression of Interest (EOI).

5 EOI Process and Schedule

The EOI will run from **Tuesday, December 14, 2021 until Thursday, January 13th, 2022**. Below is an outline of the EOI milestones:

EOI Release Date: Tuesday, December 14, 2021

EOI Closing Date: Thursday, January 13, 2022

EOI Response to Submissions: Thursday, January 27, 2022

Notification

Upon closing the EOI, the City of Prince Albert may contact interested parties to request additional information or to arrange a follow up meeting regarding their interest.

Rejection of Submissions

The City of Prince Albert reserves the right to accept or reject in whole or in part any or all EOI's submitted.

6 Background

The MFC is currently a large city owned building in the heart of downtown Prince Albert. The facility currently offers recreation program opportunities and is also available for rentals by interested organizations. Adjacent to the MFC is the Kinsmen Community Heritage Centre, which is currently utilized by our senior's population.

The City is currently reviewing options for the future ownership of the facility.

7 Requirements | Scope of Work

7.1 Project Goal

The goal of this Expression of Interest (EOI) is to invite interested parties to prepare a proposal which would outline their vision for the MFC property. This could come in the form of the building being owned by a single entity or through partnering agencies.

Interested parties will need to identify their long term vision for this property.

Once the proposals are received, they will be presented to City Council for further consideration and direction.

The MFC has the following dedicated space that can be utilized in order to carry out the vision for this property:

- Gymnasium
- Offices
- Multi-purpose Rooms
- Washrooms & Showers

Please note that the Kinsmen Community Heritage Centre is not to be contemplated within the terms of this Expression of Interest.

As part of your submission, please also include a detailed Operational & Capital Plan for the facility.

If City Council chooses to entertain any of the submissions, a formal agreement will be required, including any terms and conditions that the City feels necessary.

7.2 Selection

Upon review, Administration may reach out to interested parties for further discussion or to arrange for a follow up meeting regarding their submission.

7.3 Experience

It is important that the interested parties have established experience and the staff available to carry out their long-term vision of the facility without any City oversight.

8 Submission Requirements

For this EOI, please submit a hard copy of the written summary, saved on a flash drive or other similar device.

Cover Letter

Please submit a cover letter, dated and signed by an official authorized agent to negotiate and make commitments and provide any clarifications with respect to the Proposal on behalf of your respective party. The cover letter should include an understanding of the EOI, and any indication of deviations or exceptions to the information outlined in this EOI document, including *Schedule* milestones.

9 Terms and Conditions

The Expression of Interest (EOI) provides for the **Receipt of EOI for: Margo Fournier Centre Community Outreach EOI**, in accordance with the Terms and Conditions of this Expression of Interest.

The City of Prince Albert reserves the right to cancel the EOI without notice.

Should a dispute arise from the Terms and Conditions of this EOI regarding meaning, intent or ambiguity, the decision of the City of Prince Albert shall be final.

Any EOI submission is not necessarily accepted.

The obligations and rights of the Expression of Interest shall be those expressed herein. No terms, either implied or verbally expressed shall affect, restrict, or in any way vary the written terms of this EOI. Not to limit the generality of the foregoing, no terms may be implied by virtue of custom or usage.

The City reserves the right to give preference to the interested parties, which includes any material, specifications, or methods of execution that are deemed by the City of Prince Albert to be superior to those of any other.

The rights of the parties shall be governed by and the contractual terms shall be interpreted in accordance with the laws of the Province of Saskatchewan.

With respect to Expressions of Interest, in all cases where it does not contravene Federal or Provincial legislation governing the City, the City reserves the right to refuse any or all Tenders, Expressions or Proposals where the City deems it to be in the best interest of the City to do so, having regard, but not limited to, questions of quality supply and service, timelines, performance trustworthiness, solvency, monies owing or due to the City and the existence or potential of legal disputes or conflicts with the City of Prince Albert.

The City of Prince Albert is governed by *The Cities Act* and designated as a Local Authority pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)*. Therefore, all information collected during the Expression of Interest process may be subject to inspection through a Local Authority Freedom of Information and Access Request in accordance with legislation. Any executed Contracts and/or Agreements resulting from the Expression of Interest is public information in accordance with *The Cities Act*, which states as follows:

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

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

City determination of the successful party shall be final.

The City of Prince Albert publishes Expression of Interest opportunities on SaskTenders. Once awarded, the published opportunity will be updated.

The conditions outlined herein shall be part of the EOI and Contract Agreement.



COMPANY NAME (please print)

ADDRESS

CITY

PROVINCE

POSTAL CODE

PHONE#

EMAIL

NAME AND TITLE (please print)

AUTHORIZED SIGNATURE

DATED THIS, _____ DAY OF _____, 2021



City of
Prince Albert

Proposal# 74/21
Authorization Form

Prince Albert Grand Council - Urban Services
COMPANY NAME (please print)

Box 2350
ADDRESS

Prince Albert
CITY

SK
PROVINCE

S6V 6Z1
POSTAL CODE

(306) 765-5300
PHONE#

gdespins@pagc.net
EMAIL

Geoff Despina - Director

NAME AND TITLE (please print)



A handwritten signature in blue ink, appearing to read 'Geoff Despina', written over a horizontal line.

AUTHORIZED SIGNATURE

DATED THIS, 12th DAY OF January, 2021¹⁰



Prince Albert Grand Council
Urban Services

1410 B Central Avenue
Prince Albert, SK S6V 4W5
Phone: (306) 765-5300 Fax: (306) 922-5544

January 12, 2022

City of Prince Albert
Purchasing Department
Municipal Service Centre
11-38th Street East
Prince Albert, SK S6W 1A5

Re: Margo Fournier Center Expression of Interest #74/21.

To Whom it may concern;

I'm very pleased to enclose my business plan for the Margo Fournier Centre. Inside, you will find a condensed version outlining the current services of the Prince Albert Grand Council Urban Services department, along with a brief outline of programming, future development and direction of PAGC Urban Services.

PAGC Urban Services offers a diverse range of community driven programs and initiatives, that would greatly benefit from the current structure and resources of the Margo Fournier

I am eager to hear your comments and answer any questions you may have. You can reach me at (306)961-9926 or (306)765-5300.

Thank you for your time and attention.

Sincerely,

Geoff Despins – Director

Prince Albert Grand Council – Urban Services

Fon Du Lac
Black Lake
Hatchet Lake

Peter Ballantyne
Lac La Ronge
Montreal Lake

Sturgeon Lake
Wahpeton
James Smith

Cumberland House
Red Earth
Shoal Lake

PRINCE ALBERT GRAND COUNCIL URBAN SERVICES



Geoff Despins

Margo Fournier Expression of Interest

PRINCE ALBERT GRAND COUNCIL URBAN SERVICES MARGO FOURNIER COMMUNITY OUTREACH

January 12, 2022

OVERVIEW

1. Organization Background

The Office of the Prince Albert Grand Council - Urban Services Center was created in 1998 pursuant to the FSIN's "Protocol Agreement for Urban Service Delivery", signed in 2007.

The Objectives of The Prince Albert Grand Council Urban Services are:

- To address some of the needs of Indigenous members who migrate to City of Prince Albert
- To provide relevant program information & services in areas of education, health, justice, sports/recreation, housing, training and employment, etc.
- To participate on various boards and committees whose decisions affect Indigenous persons living off-Reserve

The Prince Albert Grand Council Urban Services provides services to all Indigenous Peoples residing in Prince Albert and area including, RM of Christopher Lake, RM of Buckland and the RM of Prince Albert.

Although we do have specific fully funded programming for our Indigenous population, we offer a variety of "Status blind" Programming, that allows us the opportunity to contribute back to the City of Prince Albert.

2. Current Programming and Services

Labour Force Development

Mission Statement

To provide the necessary supports to ensure our clients have the required skills and/or Education to obtain employment in their chosen Career path

Mandate

Research, develop, implement and promote the employability of our Service Area

Goal

To reduce the unemployment rate for First Nations members residing in our Service Delivery Area

PAGC – Urban Geographic Area

Rural Municipality	RM #	Cities & Towns	First Nations
Garden River	490	Albertville	Wahpeton
Lakeland	521	Candle Lake	
Paddockwood	520	Christopher Lake	
Shellbrook	493	Meath Park	
Torchriver	656	Paddockwood	
		Prince Albert	
		Shellbrook	
		Weirdale	

Employment Readiness, Job Quest, Digiteam Programming

Employment Supports/Employability Enhancement Programming

Mentorship Programming

Wage Subsidies

Apprenticeship Supports

Sponsorship for adults and youth (Technical and Vocational Training)

Online/ In Classroom Program Delivery to enhance employability skills

Resource Room (Career research, programming, resume building)

Established and maintain partnerships with our local economy

Accessibility is based on client identification of career-oriented goals, client follow through, proper registration, and provision of all relevant documentation. Other selection criteria considered are previous track records, total number of requests, and availability of funding resources. These decisions of support come directly from the Employment Counselor and Manager of the program. This LIMB maintains a continuous waitlist which gives us the proper time to ensure clients are eligible for support, as well as the onus is on the client to provide all documentation required for decisions.

Athabasca Labour Force Development – Employment and Training

Program delivery to enhance employability skills within our First Nations communities in the Athabasca Region

Address and recognize some of the needs of Indigenous members who migrate to City of Prince Albert and other Urban Centers.

Adult Upgrading

Wage Subsidies

Enhancement programming

Apprenticeship Reports

Employment Supports

Sport, Culture & Recreation

Providing sports, cultural and recreational programs

To continue to support our communities and engage our youth. Sports and Rec introduced virtual programming through this they were able to ensure participation of all of our communities

Youth Oriented Programming

SGI

The Safety Coordinator promotes safety awareness for Traffic, ATV, UTV, Boat Motor and Booster Seats to all 12 First Nations Bands of Prince Albert Grand Council (25 communities).

The SGI Program is to inform and promote traffic Safety

- To educate communities and Safety
- Traffic Safety
- All Terrain Vehicle (ATV)
- Utility Terrain Vehicle (UTV)
- Pleasure Craft
- Ski-doo
- Child Seat Safety (Booster seats)
- attends community events such as Cultural, Career Fairs, Festivals etc. to promote Safety Awareness

- Proposing to hire another worker through SGI for a Drivers Ed program in PAGC communities
- Give learner licenses
- Will be able to host 6 and 6 Drivers
- Working with Grandmothers Bay traffic safety grant applications
- Sucker River water safety planning for 2021
- Delivery of Indigenous Wingman Signs , waiting on installments
- La Ronge , Lac La Ronge Indian Band
- Pelican Narrows, Peter Ballantyne Cree Nation
- Grandmothers Bay, Lac La Ronge Indian Band
- Sturgeon Landing, Peter Ballantyne Cree Nation
- Montreal Lake Lake , Montreal Lake Cree Nation
- Assisting Pelican Narrows community grant application
- Athabasca Denesuline Nations
- Fond Du Lac
- Hatchet Lake
- Black Lake

Continue planning with Athabasca Education Authority in regards to brain safety

- Delivery of Informational sessions and SGI helmets

SGI/Accredited Training

Drivers Education

First Aid/CPR

Reintegration

The Reintegration program began in September 2018. Our Reintegration Coordinator has visited 12 communities to introduce himself and the program

Federal inmates programming once released into society – Corrections and Public Safety Funding

Providing supports to assist clients to succeed when they're taking the steps to rehabilitate into society.

Supports vary based on individual cases.

Kids First

The Kids First position will provide mental health and addiction services for the Kids First program. This position provides assessment, counseling, referral and follow-up in relation to mental health and addictions issues of Kids First families.

This position works in collaboration with other PAGC Urban Services and Kids First staff and other community services.

Working out of King George with the community of Prince Albert mentoring students, counselling students and working with parents

This program incorporates modules from anger management, self-esteem, communication skills, grief and loss and suicide intervention. The focus of this group session is to assist families in building more effective relationships with all people in their life: family, friends, children or partners

Community Action Program for Children

Traditional parenting program

To provide community-based services and supports to families living in at-risk conditions

Parenting Classes

Summer Outings

Family oriented activities

Emergency hampers, from food to pampers/formula/hygiene items

Cultural and Traditional Teachings

Access to Urban family supports during the transition from Rural to Urban Life.

Volunteer tax preparation

Gambling/Alcohol & Drug referrals

This program is community wide "status blind"

Classes such as Ribbon skirts, to provide our vulnerable with traditional attire when attending events held in public venues, to provide our vulnerable with a sense of belonging

Elders have been attending and praying with families to provide traditional guidance on their journey to unite their families

Pandemic Response

Providing Meals: Homeless, House Bound, Isolated individuals, Families

Delivering meals and transporting people

Partnerships with Local community schools

Ongoing Events

Back to School BBQ/Haircuts

Annual Christmas Dinner

Information Sessions

Open House

3. Future Program Development

- Center of Excellence
 - Variety of hands on training
- Social Supports
- Boutique for low income
- Cultural Room
- Open Gym Nights
- Social Nights for Specific Groups (Elders, Single parents, families, Youth)
- Beginner Fitness Classes
- Nutrition Classes
- Final step to Transitional Shelter
 - Offering a final stage and supports required to those rehabilitating into society
- Daytime Warming/Cooling Shelter
- Emergency Homeless Shelter (Separate Location)
- Long term Homeless Shelter (Separate Location)
- Transitional Living Education'
- Urban Land Based Cultural Education

<p>Roll: 100003750 Legal: 80PA25184 A Ext 1 Description: Actual PUSE 6000 Address: 1211 1ST AVENUE W Zoning: Downtown Commercial Actual Use: Primary: P10000 Market Loc: 1800 Midtown - Market Area 1 Econ.Zone: Downtown Assbl.Party: I Individual Owner: CITY OF PRINCE ALBERT 1084 CENTRAL AVE PRINCE ALBERT SK S6V 7P3 CANADA</p>	
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Market Value Land

LandID	Base Code	Site Area	Services	Location Adj.	Asmt Code	Value
10000747	31 Commercial	52,707.60 Sq. Feet	100%	100%	ECOMM 100%	313,300

Marshall & Swift

ImprID	MT- Qu- St	Description	Area (Ft2)	Eff. Year	Asmt Code	Value
10021582	990-04-99	MARGO FOURNIER CENTER	30,138 Ft	1966	ECOMM 100%	568,500
10035041	990-04-99	Kinsmen Heritage Centre	6,334 Ft	1977	ECOMM 100%	162,400

Total Value: 1,044,200

Assessment Totals

Tax Status	Code	Description	Reg	Land	Improvement	Other	Assessment
E	ECOMM	Commercial Improved Exempt	85.0%	266,300	621,200	0	887,500
Grand Totals:				266,300	621,200	0	887,500

2022 Commercial Tax Levy

		<u>Pro-rate to Number of Months</u>
Roll Number:		
Address:		1
Assessed Value	\$1,044,200	
Taxable Assessed Value	\$887,570	
<u>2022 Mill Rates</u>		<u>ANNUAL</u>
General Municipal	20.6115	\$18,294.15
Public School	6.8600	
Separate School	6.8600	\$6,088.73
Debt Elimination	0.9165	\$813.46
Library Levy	1.2948	\$1,149.23
	<u>Sub-Total</u>	<u>\$26,345.56</u>
		<u>Pro-Rate</u>
		\$1,524.51
		\$507.39
		\$67.79
		\$95.77
		<u>\$2,195.46</u>
Base Taxes:		
Snow Special Tax		\$65.83
Roadways Special Tax		\$241.67
Police Special Tax		\$2.92
Base Tax		\$22.50
Sub-Total:		<u>\$332.92</u>
<u>Grand Total:</u>		<u>\$2,528.38</u>

Tier 2 - between 850,001 - 4,200,000 taxable assmnt value

This is an estimate only.

CITY OF PRINCE ALBERT
GENERAL FUND

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



*EA
Rawlinson
Centre*


12 Street W.

*Margo
Fournier
Centre*

1 Avenue W.

Gateway Mall

Legend

 Area to be Leased

SALE AGREEMENT

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

BETWEEN:

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

- and -

PRINCE ALBERT GRAND COUNCIL, of the City of Prince Albert, in the Province of Saskatchewan, (hereinafter called "**the Purchaser**")

WHEREAS the Purchaser wishes to purchase the Land and properties described herein for itself or its corporate designate from the City and the City has agreed to sell the Land to the Purchaser;

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

1. The City hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the City the following land and buildings located thereon:

As identified by legal description described in Schedule "A" attached, and as generally depicted within the red boundaries shown in Schedule "B" attached.

(hereinafter referred to collectively as "**the Land**").

2. The Purchaser hereby offers to purchase the Land from the City for a purchase price of **Three Hundred Seventy-Five Thousand Dollars (\$375,000.00)** (hereinafter referred to as the "**Purchase Price**") plus all applicable Goods and Services Tax, payable in lawful money of Canada payable upon the Closing Date identified in this Agreement.

3. Subject to the Lease contemplated in Article 24 below (hereinafter referred to as "**the Lease**"), the City agrees to sell to the Purchaser all of the City's right, title, estate and interest in the Land, on an all faults basis, and on an "as is" and "where is" basis, without warranty or representation by the City, for the Purchase Price. The Purchaser accepts the building in such stated condition, and acknowledges that it has not relied upon any representations, analysis or descriptions of the condition of the building or any portion thereof extraneous to this Agreement.

4. The Purchaser agrees that the Land is purchased as found. Excepting as expressly provided herein, the Purchaser is responsible for arranging for servicing any improvement upon the Land.
5. The Purchaser represents that the Land is being purchased for its use itself or through its corporate designate as contemplated in its Expression of Interest submitted to the City proposing the purchase of the Land.
6. Subject to any contrary terms in the Lease, the Purchaser agrees to indemnify and save harmless the City from any and all liability and costs arising from the Purchaser's use and occupation of the Land, including without limitation from the Closing Date until title(s) register in the name of the Purchaser in accordance with the terms of this Agreement.
7. It is further understood and agreed by the parties hereto that the Closing Date shall be September 1, 2022 (referred to in this Agreement as the "**Closing Date**" or "**Date of Closing**"), at which time the Purchaser shall be entitled to exclusively occupy and commit to its own use the Land, subject only to the terms of the Lease.
8. The parties agree that the utilities for the Land will be the responsibility of the City until Closing Date and that effective the Closing Date, all utilities will be the responsibility of the Purchaser except as may be otherwise agreed in the Lease.
9. The parties hereby agree that the Purchaser shall be responsible to pay the property taxes with respect to the entirety of the Land established and applied to the Land in accordance with applicable legislation from, after and effective as of the Date of Closing. All property taxes applicable to the Land (and inclusive of taxes relating to the buildings and improvements thereon) shall be paid thereafter by the Purchaser.
10. The parties hereby agree that the Purchaser shall be responsible for and shall pay any and all taxes, specifically including goods and services tax, arising out of the within transaction as of the Date of Purchase.
11. The parties agree that the City will have vacated the premises in its entirety by the Date of Closing, saving and excepting that portion of the land and buildings premises that is currently, and will continue to be, occupied and utilized as the *Kinsmen Community Heritage Centre*, and for greater clarity, such excepted portion of the Land and buildings are more fully described in Article 24 as the "Leased Premises" and as are depicted in the blue shading in Schedule "B" attached to and forming part of this Agreement (which excepted and described land and buildings shall be referred to herein as "**the Leased Premises**").
12. The parties hereby further agree that each party shall be responsible for its own legal fees and disbursements with respect to the within transaction.

13. The Purchaser agrees that in circumstances of the Purchaser's late payment of any amount due to the City under this Agreement, if so demanded by the City in its absolute discretion, then in addition to and without prejudice to any other remedy available to the City at law and/or under this Agreement, the Purchaser shall pay the City interest at the rate of four percent (4.0%) per annum on any portion of the Purchase Price not received by the City's solicitors as at the Closing Date, which interest is to be calculated from the Date of Closing until monies are paid to the City.

14. The City shall deliver a registerable Transfer Authorization of the Land pursuant to The Land Titles Act of Saskatchewan to the Purchaser or its corporate designate free of all encumbrances, except for the encumbrances permitted as specified below, which are accepted by the Purchaser:

- The City shall be entitled to register and maintain against the Purchaser's title to the Land as a miscellaneous interest an executed instrument or easements in the usual municipal form to protect and ensure its rights in respect of utility services running through and/or under the Land and a Grant of Public Utility Easement Agreement protecting and ensuring for the City its rights in respect of municipal utility services running through and/or under the Land;
- The City shall be entitled to register and maintain against the Purchaser's title to the Land as a miscellaneous interest and/or as a leasehold interest the City's interest in the Lease contemplated in Article 24.

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

16. In the event that the Purchaser fails to comply with any of the terms and conditions set out herein, the Agreement may, in the sole discretion of the City, be terminated by the City upon forwarding written notice of termination by registered mail to the Purchaser. The said notice of termination shall be deemed to be received by the Purchaser on the date of actual receipt of the notice by the Purchaser or thirty (30) days following the mailing or emailing of the notice of termination by the City, whichever shall occur first.

17. The Purchaser agrees that in the event that the City terminates this Agreement pursuant to paragraph 16, the Purchaser shall be deemed to have quit claimed all its interest and rights to the Land in favour of the City and shall immediately, or so soon thereafter as is practicable, return title to and possession of the Land to the City free and clear of any encumbrances or liens except those specifically agreed to pursuant to this Agreement. The Purchaser further agrees that if the City is required to commence legal proceedings to secure possession, or to remove an encumbrance or lien, all costs, including solicitor/client costs, incurred by the City shall be the sole responsibility and cost of the Purchaser.

18. It is further understood and agreed that in the event the Purchaser does not proceed with or is in default of this Agreement or the Land has been quit claimed back to the City, all deposits and sums paid to that date, whether as deposit or as or as part of the Purchase Price, shall at the City's option be forfeited to and become the property of the City.

19. Subject to the terms of the Lease, the Purchaser hereby agrees to indemnify and save harmless the City from any and all liability and costs arising from the Purchaser's use and occupation of the Land.

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

21. The Land Contracts (Actions) Act and The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to the within Agreement or amendments thereto including without limitation all rights, powers and remedies of the City thereunder.

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

23. Each and every representation, warranty and covenant given in this Agreement by the Purchaser shall survive the Date of Closing it being understood and agreed that the City may register a caveat and/or miscellaneous interests as provided in this Agreement.

24. **Perpetual Lease of Kinsmen Community Heritage Centre and premises:** The Purchaser acknowledges and agrees that in purchasing the building it has done so in recognition that there is significant value to the community in the continuance of the current seniors programming, use and occupation of the Leased Premises (which shall include that portion of the building on the Land known and utilized exclusively as the *Kinsmen Community Heritage Centre*, and shall include the parking lot adjacent to its north side, the connecting vestibule on its east side, and the outdoor breezeway to the south-east, all as depicted in the blue shading in Schedule "B" attached), and that the Purchaser therefore covenants hereby that upon and after the Closing Date it conveys to the City a continuing and exclusive lease and right of tenancy in the Leased Premises, and will in good faith enter into and execute a binding Lease agreement or agreements with the City, the essential terms of which are, *inter alia*:

- (a) **Perpetual Term and Control:** Subject to (h), the Lease will ensure the City's continuing and perpetual control of the Leased Premises for the operation of seniors programs and events ("**the Seniors Use**");
- (b) **Rent:** City shall be responsible to pay nominal Rent of \$1.00 per year during the entirety of the tenancy and Lease term;

- (c) **Permissive Use:** Purchaser's use and ownership of the Land will not interrupt, impede or interfere with the Seniors Use;
- (d) **Insurance:** The City will carry and incur the cost of reasonable liability and tenant's insurance in respect of the Seniors Use in the Leased Premises, and reasonable and usual fire coverage with first loss payable to the Purchaser, and provide evidence thereof on the purchaser's demand;
- (e) **Maintenance and Repair:** The City shall maintain responsibility for cleaning of the Leased Premises, repair and maintenance to the building portion known and utilized currently as the *Kinsmen Community Heritage Centre*, and the Roof Top Unit on such building portion. The Purchaser shall otherwise assume responsibility for the maintenance and repair of the buildings, including without limitation, its fittings and its mechanical and heating systems;
- (f) **Power and Energy:** The City shall contribute to the cost of Sask Power and Sask Energy utilities for the Land by paying promptly on receipt of an apportioned share of the cost based on the square footage of building with the Leased Premises relative to the square footage of the entirety of the buildings on the Land;
- (g) **Signage and Name:** During the tenancy, the City shall be entitled in its sole discretion to maintain signage on the Leased Premises identifying it as the "*Kinsmen Community Heritage Centre*";
- (h) **Termination of Tenancy:** In the event that the seniors organizations operating programming in the Leased Premises should themselves decide to dissolve or discontinue use of the Leased Premises, the City will surrender to the Purchaser all of its tenancy and leasehold rights in the Leased Premises, and discharge all caveats or miscellaneous interests from the title pertaining to the Lease.

25. It is hereby agreed that this Agreement shall not be assigned without the written consent of the City.

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

27. Time shall be of the essence in the execution and performance of this Agreement.

IN WITNESS WHEREOF PRINCE ALBERT GRAND COUNCIL has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly and legally authorized, this _____ day of _____, A.D., 2022.

PRINCE ALBERT GRAND COUNCIL

(corporate seal)

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

IN WITNESS WHEREOF THE CITY OF PRINCE ALBERT has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly and legally authorized, this _____ day of _____, A.D., 2022.

THE CITY OF PRINCE ALBERT

(municipal seal)

MAYOR

CITY CLERK



*EA
Rawlinson
Centre*


12 Street W.

*Margo
Fournier
Centre*

1 Avenue W.

Gateway Mall

Legend

 **Area to be Leased**



RPT 22-257

TITLE: Prince Albert Youth Soccer Association Lease Agreement

DATE: June 12, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Lease Agreement between The City and Prince Albert Youth Soccer Association for the use of the turf fields and office space at the Alfred Jenkins Field House, be approved for a five (5) year term, from July 1, 2022 to June 30, 2027;
2. That a base rental fee in the amount of \$80,000 be approved, subject to rate increases on January 1 of each year based on The City's annual rates and fees review, approved through the budget process;
3. That \$30,000 of the annual rental fee continue to be paid by the Prince Albert Youth Soccer Association continue and allocated to the Alfred Jenkins Field House Capital Reserve for the future replacement of the indoor turf;
4. That the Mayor and City Clerk be authorized to execute the Lease Agreement on behalf of The City, once prepared.

TOPIC & PURPOSE:

Administration is requesting that City Council approve the Lease agreement with the Prince Albert Youth Soccer Association.

BACKGROUND:

The Prince Albert Youth Soccer Association currently has a membership of 614 Indoor players and 1,022 Outdoor players. This agreement sets the terms and conditions for use of the Alfred Jenkins Fieldhouse. The Prince Albert Youth Soccer Association and City of Prince Albert have not only worked together within this agreement but it is also important to note PAYSAs has contributed approximately \$300,000 to the construction of the 2 new outdoor soccer fields at the Alfred Jenkins Field House.

PROPOSED APPROACH AND RATIONALE:

The proposed agreement is attached to the report with some of the important terms and conditions included below:

1. The base rental is \$80,000 in which \$30,000 will be allocated annually to the Alfred Jenkins Field House Capital reserve for the future replacement of the indoor turf. The current artificial turf is inspected annually and the remaining lifespan was projected to be 5 to 6 years. The anticipated cost of the replacement was \$500,000 to \$600,000. To date the Prince Albert Youth Soccer Association has contributed \$135,000 through the previous term of the agreement toward the future replacement of the indoor turf.
2. Exclusive Use Hours

The City agrees to grant PAYSAs with the exclusive use of the office space and equipment room identified in "Schedule B" of this agreement during the following facility hours of operation:

Months of September to April

Weekdays	06:00 to 22:00
Weekends	08:00 to 21:00

Months of May to August

Weekdays	07:00 to 21:00
Weekends	08:00 to 18:00

Statutory Holidays

October to April 12:00 to 18:00

May to September Facility Closed

3. The City further agrees that PAYSAs will have full opportunity to book the turf field at the Alfred Jenkins Field House outside of the exclusive use hours identified in this Agreement and subject to the regular booking procedures and rates established by the City.
4. PAYSAs agree that all cancellations and modifications for bookings both inside and outside of the exclusive use hours provided to PAYSAs will be subject to the following conditions:
 - All cancellations and modifications must be received at the Alfred Jenkins Field House scheduling office, a minimum of fourteen (14) days prior to the start date of the booking, and;
 - Failure to provide a minimum of fourteen (14) days' notice will result in PAYSAs being charged the City's current Youth Rate per hour as identified in the City's annual fees and charges, and;
 - If PAYSAs fail to use the turf field during their exclusive time, they will be charged the City's current Youth Rate per hour as identified in the annual fees and charges, and in addition to the current annual rental fee.
 - It is also agreed and understood that the City may re-schedule PAYSAs' exclusive time for such reasons as it, in its sole discretion, deems appropriate and in particular, but not to limit the generality of the foregoing, to accommodate City, Provincial or Interprovincial events which are hosted by the City, or by other clubs or organizations, provided the City consults with PAYSAs and provides a minimum of ninety (90) days' notice.

CONSULTATIONS:

City Administration held meetings with PAYSAs to mutually discuss the terms and conditions of the agreement. Negotiations toward a renewal agreement commenced in late 2021 however the uncertainty with the Covid-19 Pandemic presented challenges with confirming future exclusive use requirements for PAYSAs. The organization's registration numbers are now progressing upward beginning with their 2022 Spring Program which provided a level of confidence to proceed with the terms of the proposed agreement.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

PAYSAs will be notified once the agreement is approved and the execution process of the agreement will begin. The City will continue to work with other user groups to ensure they are aware of the times available for rental and will explore opportunities for new programs and leagues.

FINANCIAL IMPLICATIONS:

The base rental is \$80,000 in which \$30,000 will be allocated annually to the Alfred Jenkins Field House Capital reserve for the future replacement of the indoor turf. In this agreement

Prince Albert Youth Association will need to pay GST on the lease amount. It was identified there should never have been a GST exemption for long term leases as that only applies for residential leases/rental and doesn't apply to the long term lease/rental of recreational or commercial properties. On the other side, PST won't apply to this with the changes recently made by the Government of Saskatchewan.

The annual goal is to allocate \$100,000 a year towards the turf replacement through the following:

PAYSA Allocation \$30,000
City Allocation \$15,000
Facility Improvement Fee \$5,000
Advertising/Sponsorship Plan \$50,000
TOTAL \$100,000

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no Policy or Privacy Implications associated with the report.

STRATEGIC PLAN:

The report supports the long-term strategic goal of Sustainable Growth, as the new Agreement with PAYSA will allow for increased community access to the indoor turf fields at the Alfred Jenkins Field House.

OFFICIAL COMMUNITY PLAN:

The objectives identified in the PAYSA Lease Agreement are in line with the Community Services Department's OCP strategies of working with partners to provide opportunities for youth in our community.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. 2022 DRAFT PAYSA Agreement

Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services & City Manager

1. TERM

- a) In consideration of the provisos and conditions herein reserved and contained, this Agreement will be in effect for a term of five (5) years commencing July 1st, 2022 and ending June 30th, 2027 subject to the provisions for earlier termination.
- b) It is understood and agreed that any renewal of this Agreement shall be subject to the mutual agreement of the parties for which the City will give PAYSA favorable consideration provided PAYSA has performed its obligations under this Agreement in a satisfactory manner.
- c) If the renegotiation period of this Agreement is extended past June 30th, 2027, the provisions of this Agreement shall remain in full force and effect until negotiations are concluded and a new agreement is executed.

2. RENTAL RATE AND RESERVE CONTRIBUTIONS

- (a) It is understood and agreed that PAYSA will pay a base annual rental fee in the amount of fifty thousand dollars (\$50,000.00) and that the base rental fee shall be subject to annual rate increases on January 1st of each year based on the City's annual rate review approved through the budget process.
- (b) It is further understood and agreed that PAYSA will contribute an additional thirty thousand dollars (\$30,000.00) annually to the Alfred Jenkins Field House Capital Reserve in which the funds will be allocated towards the future replacement of the turf field at the Alfred Jenkins Field House; and that the City will provide PAYSA with a financial statement reflecting the balance of the Alfred Jenkins Field House Capital Reserve by January 30th of each year.
- (c) It is the intent of the parties that the base rent shall include all utilities and that PAYSA shall be financially responsible for all payments related to PAYSA's exclusive services to the leased premises as well as applicable goods and

services tax, provincial sales tax and any other specific tax or levies arising in respect to the organization's operations.

(d) PAYSА agrees to pay the sum of the annual rental fee and reserve contributions in two (2) equal installments made payable to the City on October 1st and April 1st over the term of the agreement.

(e) Both parties also agree that if PAYSА defaults on the agreement or exercises early termination of the agreement, PAYSА will compensate the City fifteen thousand dollars (\$15,000.00) for each remaining year on the term in which the amount will be applied to the Alfred Jenkins Field House Capital Reserve.

3. EXCLUSIVE USE

a) The City agrees to grant PAYSА the exclusive use of the full indoor turf field at the Alfred Jenkins Field House as per "Schedule A" attached to this Agreement.

b) PAYSА agrees to provide the City with their program schedules during the allotted exclusive use periods by the deadlines identified in "Schedule A". Once the deadlines have passed, PAYSА agrees to allow the City the opportunity to book turf field rentals and collect booking revenue during the unused exclusive use time.

c) The City agrees to grant PAYSА with the exclusive use of the office space and equipment room identified in "Schedule B" of this agreement during the following facility hours of operation:

Months of September to April

Weekdays 06:00 to 22:00

Weekends 08:00 to 21:00

Months of May to August

Weekdays 07:00 to 21:00

Weekends 08:00 to 18:00

Statutory Holidays

October to April 12:00 to 18:00

May to September Facility Closed

- d) The City further agrees that PAYSA will have full opportunity to book the turf field at the Alfred Jenkins Field House outside of the exclusive use hours identified in this Agreement and subject to the regular booking procedures and rates established by the City.
- e) PAYSA agrees that all cancellations and modifications for bookings both inside and outside of the exclusive use hours provided to PAYSA will be subject to the following conditions:
- i. all cancellations and modifications must be received at the Alfred Jenkins Field House scheduling office, a minimum of fourteen (14) days prior to the start date of the booking, and;
 - ii. failure to provide a minimum of fourteen (14) days' notice will result in PAYSA being charged the City's current Youth Rate per hour as identified in the City's annual fees and charges, and;
 - iii. if PAYSA fails to use the turf field during their exclusive time, they will be charged the City's current Youth Rate per hour as identified in the annual fees and charges, and in addition to the current annual rental fee.
- f) It is also agreed and understood that the City may re-schedule PAYSA's exclusive time for such reasons as it, in its sole discretion, deems appropriate and in particular, but not to limit the generality of the foregoing, to accommodate City, Provincial or Interprovincial events which are hosted by the City, or by other clubs or organizations, provided the City consults with PAYSA and provides a minimum of ninety (90) days' notice.

- g) Both parties agree to schedule a meeting in September of each year to review the prior year's exclusive usage schedule and any adjustments to the exclusive usage schedule shall be mutually agreeable by representatives of both parties

4. PAYSA'S LEASE OBLIGATIONS

PAYSA specifically covenants and agrees:

- a) To lease the facilities for the purpose of promoting activities and initiatives relating to soccer programs for residents within the community.
- b) To operate said facilities in accordance with all regulations, resolutions, bylaws or directives issued from time to time by the City of Prince Albert or the Director of Community Services and comply with all regulations, codes, licenses, bylaws, statutes, laws or ordinances by federal, provincial, municipal or order with respect to the condition, equipment and use of facilities.
- c) To lease the said facilities without cost to the City except for costs assumed by the City as prescribed in this Agreement.
- d) To lease the facilities for the term of this Agreement subject to the statutory conditions described in The Landlord and Tenants Act including such other terms and conditions as hereinafter provided.
- e) To keep and maintain the leased office premises, at its own expense, in a clean and tidy condition and to ensure all work of a janitorial nature is properly and consistently executed.
- f) To keep the office space in a good and safe state of repair, normal wear and tear only excepted, and to comply with the reasonable directions of the Director of Community Services with respect to maintenance of such general repairs.
- g) To obtain prior authorization in writing by the City for any construction,

remodelling, alterations, or additions of or to the said facilities. All such changes and alterations shall comply with the applicable federal, provincial and municipal acts, regulations, codes and bylaws and shall be performed to such reasonable standards as the Building Inspector for the City may require.

- h) Not to create or permit to be created and maintained, and to cause to be discharged, any liens levied on account of the imposition of any builders, labourers, or material man's lien upon the whole of the leased premises or any part thereof and PAYSA shall not suffer any other matter or thing whereby the rights or interests of the City might be impaired.
- i) To comply with all fire and health code regulations.
- j) To comply promptly, at its own expense, with all laws, ordinances, regulations, requirements of municipal and other authorities thereto, and all notices in pursuance of same, served upon the City or PAYSA.
- k) Not do nor permit to be done upon the leased premises or surrounding land anything which might reasonably be deemed to be a nuisance, annoyance, inconvenience or damage to the City, or to the other users of the Alfred Jenkins Field House.
- l) To give prompt notice of any occurrence arising from the use and operation of the facilities to the City and assist the City by every means in order to obtain payment for damages to property, or assist in the investigation of any occurrence from the use or operation of said facilities, in the event of any loss or damage occurring to or arising from the use of the facilities or the complex thereon.
- m) Not sell or dispose of any property belonging to the City, it being understood and agreed that any approved improvements or upgrades added to the facilities shall form part of the property owned by the City.

- n) Not to sublet any portion of the leased premises including the turf field and office space without prior approval of the City.
- o) To obtain the following insurance coverage upon commencement of the term and keep insured with an insurer or insurers satisfactory to the City at the sole cost and expense of PAYSA, for the mutual benefit of the City and PAYSA, jointly and severally.
 - i. Comprehensive General Liability coverage that includes Director and Officer Liability coverage in an amount of not less than five million dollars (\$5 million) per occurrence. The City of Prince Albert shall be listed as an additional insured party and a fifteen (15) day notice of cancellation shall be incorporated into the insurance coverage. A Certificate of Insurance shall be provided to the City as proof of compliance by the 30th day of September each year.
 - ii. Tenants Legal Liability coverage for the office space occupied by PAYSA of an amount not less than \$500,000.00. The City of Prince Albert shall be listed as an additional insured party and a fifteen (15) day notice of cancellation shall be incorporated into the insurance coverage. A Certificate of Insurance shall be provided to the City as proof of compliance by the 30th day of September each year.
- p) To not knowingly do or suffer to be done anything on the leased premises which may cause to render void policies of insurance issued with respect to the leased premises, or which may cause the premiums paid therefore to be unduly increased, unless with the written consent of the City.
- q) To permit the City, its officials, employees and agents free access to any and every part of the leased premises for inspection purposes subject to reasonable notice.
- r) To allow the City the right to close any portion of the leased premises in the

case of an emergency without notice.

- s) To keep full and accurate accounts of all its financial transactions, cash or non-cash based, including separate accounting of the financial activities of PAYSA.
- t) To provide the City with an unaudited Financial Statement for PAYSA's year end by no later than the 30th day of September in each year. The Financial Statement, consisting of a statement of financial position, statement of operations, statement of changes in net assets, and a statement of cash flows, will be completed in accordance with Canadian generally accepted accounting principles.
- u) To provide the City other information from the Financial Statement, specifically including breakdown of revenues and expenses as may be requested.
- v) To provide the City with the names and addresses of the executive officers of PAYSA by the 30th day of September in each year.
- w) To provide the City with PAYSA's Year End Report of their year's attendance and registration numbers, in a format approved by City, prior to the 30th day of September in each year.
- x) PAYSA agrees to maintain an incorporated status under The Non-Profit Corporation Act, 1995 of Saskatchewan, as it may be amended from time to time and to provide the City with a copy of the registration of PAYSA under The Non-Profit Corporation Act, 1995 not later than September 30th of each year.
- y) PAYSA agrees that the articles and bylaws of its constitution shall include such terms as provided that upon dissolution of PAYSA, all its properties and assets, after payment of all liabilities to the City of Prince Albert, shall revert to a charity of PAYSA's choice. PAYSA agrees that its articles and bylaws in respect to disposition of its properties and assets to the City shall be maintained and shall not be altered during the currency of this Agreement.

5. THE CITY'S LEASE OBLIGATIONS

Subject to PAYSA fulfilling its obligations under the terms of this Agreement, the City covenants with PAYSA and agrees as follows:

- a) To provide PAYSA quiet use and enjoyment of the leased premises during their exclusive time.
- b) To pay the cost of heating, lighting, power and water used for the facilities, provided that PAYSA exercises reasonable economies in the use of the utilities so provided.
- c) To insure all property attached to or forming part of the said buildings, fixtures and chattels against loss of fire and other perils, and other coverage that may be available under a Comprehensive General Liability, deductible portions of insurance coverage excepted.
- d) To maintain a public liability insurance policy with respect to the City's interests as they appear in this Agreement.
- e) To provide PAYSA with twenty-four (24) hours notice when closing any portion of the leased premises due to urgent facility maintenance and to provide PAYSA with thirty (30) days notice when closing any portion of the leased premises due to regularly scheduled facility maintenance
- f) To ensure that bookings on the turf field are of a nature that would not cause damage that would ultimately restrict PAYSA's intended use of the field in the future.

6. COMPLIANCE AND INDEMNIFICATION

PAYSA specifically covenants and agrees:

- a) To indemnify and save harmless the City from and against all or any manner of actions or causes of action, damages, loss, cost or expenses, which the City may

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

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

7. REFERENCE AND ASSIGNMENT

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

8. DEFAULT AND TERMINATION

- a) If PAYSА refuses, neglects or omits to perform any of its obligations contained in this Agreement, the City may give notice to PAYSА specifying the nature of the default. Such notice shall require PAYSА to remedy its default or to provide the City with a schedule for the remedying of such default within fourteen (14) days of service of the default.
- b) Should PAYSА fail to commence to remedy its default or provide the City with a schedule acceptable to the Director or Community Services for remedying such default within the time allowed within the notice of default, having commenced to remedy the default, fails to proceed or complete the same with reasonable diligence, then the City:
 - i. may remedy the default;
 - ii. shall be entitled to recover the costs of remedying the default; and
 - iii. in addition to all other remedies available at law, shall be recoverable from PAYSА as a debt, payable on demand, and if unpaid, payment may be enforced in the same manner as arrears of rent.
- c) The parties agree that it shall be lawful for the City as landlord to enter upon the leased premises to have, possess and enjoy, as if this Agreement had not been made, in the following circumstances:
 - i. PAYSА declaring insolvency or bankruptcy;
 - ii. PAYSА failing to comply with the terms of this Agreement within a period of thirty (30) days subsequent to receipt of notice from the City to rectify such breach;
 - iii. PAYSА failing to comply with the Non-Profit Corporations Act, 1995 or its own bylaws;

- iv. PAYSA failing to comply with the terms of any Bylaws or Provincial or Federal Acts or Regulations governing the rights of the users of the facilities;
or
 - v. if at any time during the currency of this Agreement PAYSA abandons the leased premises or ceases to deliver the programs for the residents of the City of Prince Albert.
- d) On the City becoming entitled to re-enter the leased premises, PAYSA agrees that the City shall not be liable for any prosecution or claim for such re-entry and the City may re-let the leased premises and be entitled to receive any rents thereof.
- e) On the City becoming entitled to re-enter the leased premises under the provisions of this Agreement, the City, in addition to all other rights, shall have the option to terminate this Lease forthwith by notice, which option may be exercised by the City Manager. PAYSA shall have the right to appeal the decision of the City Manager to City Council at any meeting within one (1) month of the giving of notice by the City Manager, and the decision of the majority of Councillors in attendance shall be final.
- f) In addition to the other provisions regarding termination of this Agreement, this Agreement may be terminated upon six (6) months written notice prior to the end of the term hereof or any term of renewal by either party to the other.
- g) No waiver by the City or any breach by PAYSA shall be deemed a waiver of or in any way affect or prejudice the rights and remedies of the City in respect of any future or other breach of the covenants or obligations on the part of PAYSA herein contained.

9. NOTICE

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

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

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

10. RELATIONSHIP CREATED

- a) It is understood and agreed that neither the method of computation of rent nor any other provision contained herein or any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties hereto other than the relationship described in this agreement.

11. AMENDMENT OF LEASE

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

12. TERMS, COVENANTS AND CONDITIONS INVALID

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

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

13. GOVERNING LAW

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

14. ENTIRE AGREEMENT

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

15. ENUREMENT

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

16. PARAGRAPH HEADINGS

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

17. EFFECTIVE DATE

- a) This Agreement, effective July 1st, 2022, shall supersede and be in replacement of all other subsisting Agreements which may have been executed previous to this Agreement.

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

DECLARATION

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

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

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

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

Schedule "A"

PAYSA's Exclusive Use Periods for the Turf Field at the Alfred Jenkins Field House

(Page 1 of 5)

Period: September 20th to September 30th Annually

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Facility Hours	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	08:00 to 21:00	08:00 to 21:00
City Hours	06:00 to 17:00 20:30 to 22:00	06:00 to 17:00 20:30 to 22:00	06:00 to 17:00 20:30 to 22:00	06:00 to 17:00 20:30 to 22:00	06:00 to 22:00	08:00 to 21:00	08:00 to 21:00
PAYSA Hours	17:00 to 20:30	17:00 to 20:30	17:00 to 20:30	17:00 to 20:30			

Notes:

- a) PAYSA must confirm their program schedule for this time period by September 1st of each year. Once the schedule is confirmed, the City can book the turf field during PAYSA's unused exclusive time periods.

Schedule “A”

PAYSA’s Exclusive Use Periods for the Turf Field at the Alfred Jenkins Field House

(Page 2 of 5)

Period: October 1st to March 14th Annually

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Facility Hours	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	08:00 to 21:00	08:00 to 21:00
City Hours	06:00 to 16:00	06:00 to 17:00	06:00 to 16:00 21:30 to 22:00	06:00 to 16:00 21:30 to 22:00	06:00 to 17:00 21:30 to 22:00	14:00 to 21:00	
PAYSA Hours	16:00 to 22:00	17:00 to 22:00	16:00 to 21:30	16:00 to 21:30	17:00 to 21:30	09:00 to 14:00	08:00 to 21:00

Notes:

- a) PAYSA must confirm their regular program schedule for the time period above by September 15th each year. Once the schedule is confirmed, the City can book the turf field during PAYSA’s unused exclusive time periods.
- b) PAYSA is entitled to hold four (4) full day rentals, known as “Club Days”, on Saturdays in the months of November and December and must confirm which days they will be holding by September 15th. PAYSA agrees to release two (2) of these “Club Days” back to the City by October 15th of each year.
- c) PAYSA is also entitled to hold four (4) full day rentals, known as “Club Days”, on Saturdays in the months of January and February and must confirm which days they will be holding by the December 1st deadline. PAYSA agrees to release two (2) of these “Club Days” back to the City by December 15th of each year.
- d) If the facility is open, PAYSA’S exclusive use hours on Statutory Holidays during this time period will be 14:00 to 17:30.

Schedule "A"

PAYSA's Exclusive Use Periods for the Turf Field at the Alfred Jenkins Field House

(Page 3 of 5)

Period: March 15th to March 31st Annually

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Facility Hours	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	08:00 to 21:00	08:00 to 21:00
City Hours	06:00 to 17:00 20:30 to 22:00	06:00 to 17:00 20:30 to 22:00	06:00 to 17:00 20:30 to 22:00	06:00 to 17:00 20:30 to 22:00	06:00 to 22:00	08:00 to 21:00	08:00 to 21:00
PAYSA Hours	17:00 to 20:30	17:00 to 20:30	17:00 to 20:30	17:00 to 20:30			

Notes:

- a) PAYSA must confirm their program schedule for this time period by March 1st of each year. Once the schedule is confirmed, the City can book the turf field during PAYSA's unused exclusive time periods.
- b) If the facility is open, PAYSA'S exclusive use hours on Statutory Holidays during this time period will be 14:00 to 17:30.

Schedule “A”

PAYSA’s Exclusive Use Periods for the Turf Field at the Alfred Jenkins Field House

(Page 4 of 5)

Period: April 1st – April 30th Annually

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Facility Hours	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	06:00 to 22:00	08:00 to 21:00	08:00 to 21:00
City Hours	06:00 to 22:00	06:00 to 17:00 21:30 to 22:00	06:30 to 22:00	06:00 to 17:00 21:30 to 22:00	06:00 to 22:00	08:00 to 21:00	08:00 to 09:00 18:00 to 21:00
PAYSA Hours		17:00 to 21:30		17:00 to 21:30			09:00 to 18:00

Notes:

- a) PAYSA must confirm their program schedule for this time period by March 1st. Once the schedule is confirmed, the City can book the turf field during PAYSA’s unused exclusive time periods.
- b) If the facility is open, PAYSA’S exclusive use hours on Statutory Holidays during this time period will be 14:00 to 17:30.

Schedule “A”

PAYSA’s Exclusive Use Periods for the Turf Field at the Alfred Jenkins Field House

(Page 5 of 5)

Period: May 1st to June 30th Annually

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Facility Hours	07:00 to 21:00	07:00 to 21:00	07:00 to 21:00	07:00 to 21:00	07:00 to 21:00	08:00 to 18:00	08:00 to 18:00
City Hours	07:00 to 17:00 19:30 to 21:00	07:00 to 17:00 19:30 to 21:00	07:00 to 17:00 19:30 to 21:00	07:00 to 17:00 19:30 to 21:00	07:00 to 17:00 18:00 to 21:00	08:00 to 18:00	
PAYSA Hours	17:00 to 19:30	17:00 to 19:30	17:00 to 19:30	17:00 to 19:30	17:00 to 18:00		08:00 to 18:00

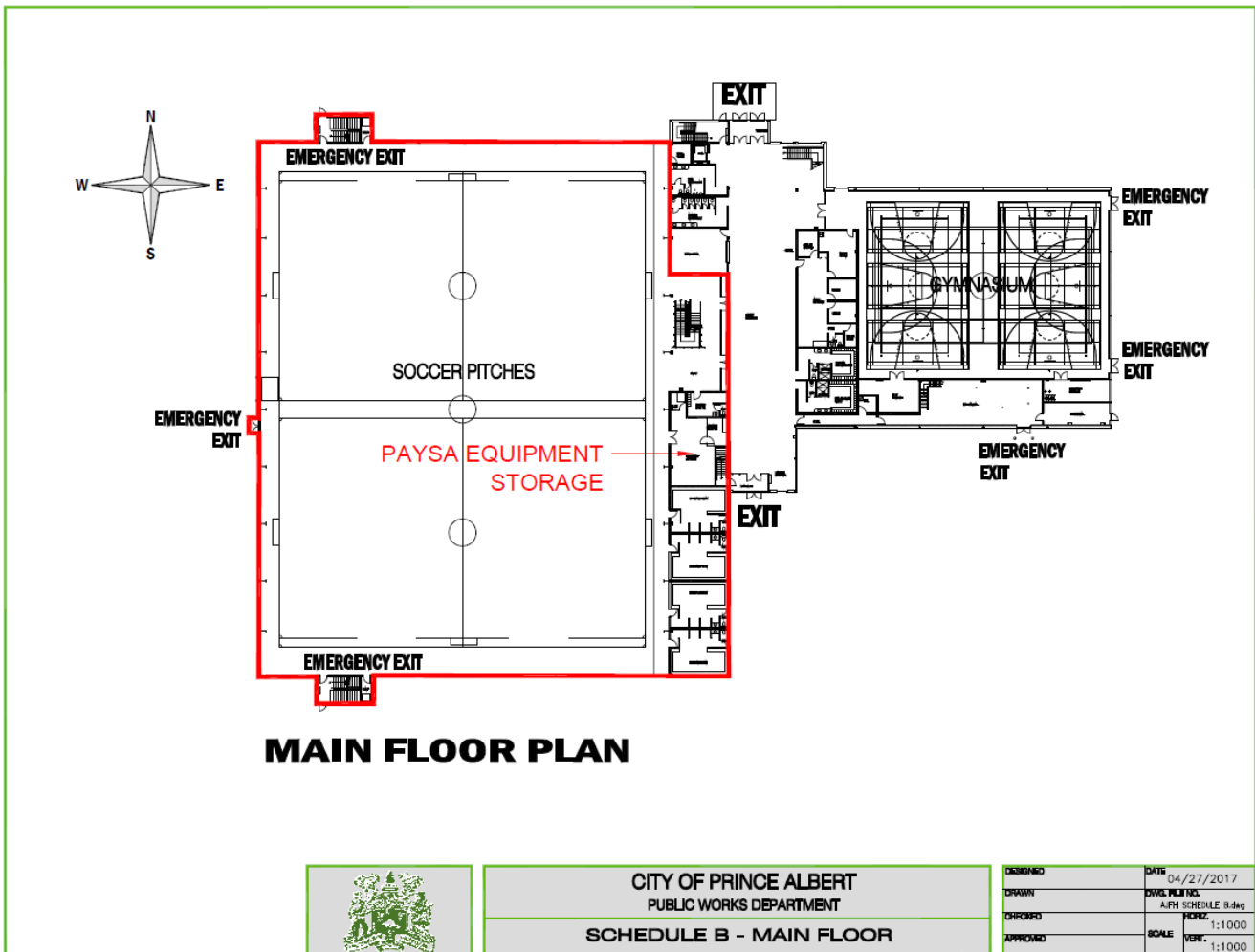
Notes:

- a) PAYSA must confirm their program schedule for this time period by April 1st. Once the schedule is confirmed, the City can book the turf field during PAYSA’s unused exclusive time periods.
- b) PAYSA will not be provided exclusive use for Statutory Holidays during this time period as the facility will be closed.

“Schedule B”

Map of Exclusive Use Office Space at Alfred Jenkins Field House

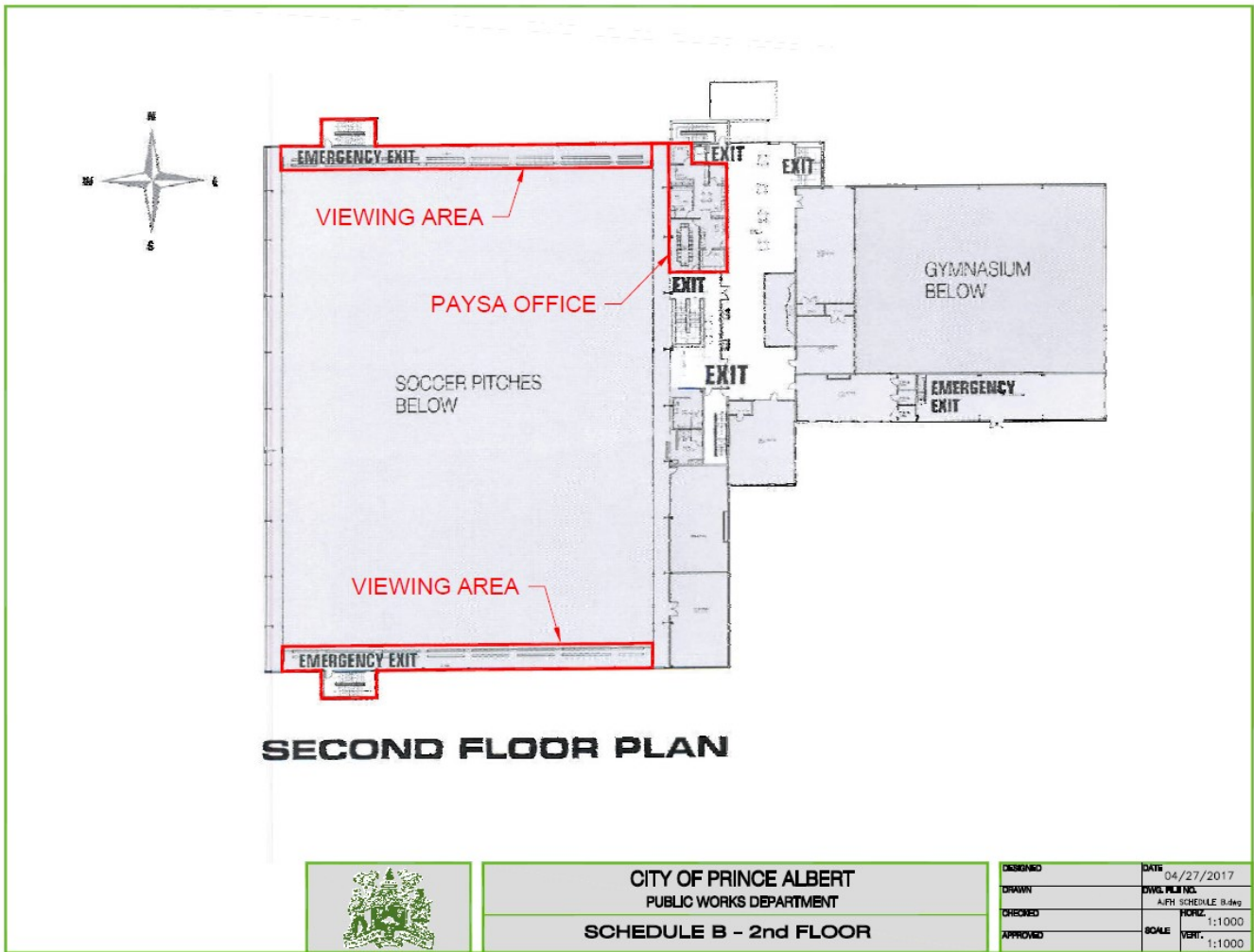
(Page 1 of 2)



“Schedule B”

Map of Exclusive Use Office Space at Alfred Jenkins Field House

(Page 2 of 2)





RPT 22-266

TITLE: Forestry Management Plan Update

DATE: June 23, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the identified Focus Areas, as outlined in RPT 22-221, be supported and form the basis for the 2022 Forestry Division Work Plan.

ATTACHMENTS:

1. Forestry Management Plan Update (RPT 22-240)

Written by: Executive Committee



City of
Prince Albert

RPT 22-240

TITLE: Forestry Management Plan Update

DATE: **May 26, 2022**

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the identified Focus Areas for 2022 be supported and form the basis for the Forestry Division Work Plan.

PRESENTATION:

Verbal Presentation: Timothy Yeaman, Parks and Open Spaces Manager

ATTACHMENTS:

1. Forestry Management Plan Update (RPT 22-221)

Written by: Community Services Advisory Committee

With the development of a Forestry Management Plan we not only wanted to focus on the tree planting guidelines but also provide guidance and direction for all urban forest management decisions within the City of Prince Albert.

Focusing on the maintenance, renewal, and community awareness of our urban forest, the Plan ensures:

1. An effective and efficient urban forestry program is implemented in the City of Prince Albert that promotes the preservation of a healthy and sustainable urban forest;
2. A framework is created that includes ongoing monitoring and assessment, so that priorities, requirements, procedures and specifications are adhered to when planting, removing, and maintaining all public trees within the City;
3. Regular inspection cycles that utilize data of City-owned trees to establish cyclic maintenance programs and a system of response prioritization; and,
4. That the benefits of the urban forest are maximized for the well-being of the community and residents of Prince Albert can enjoy a safe, attractive, and vibrant urban forest in perpetuity.

The goal in achieving the above 4 points is to continually review the internal workings of the forestry department, challenge oneself to do more, recognize short falls and communicate effectively in an open and honest format to ensure reduction in liability and mitigation steps to help achieve this.

The City residents enjoy a high quality of life in a vibrant, healthy and prosperous community. All of the city's trees, whether they are along streets or in parks, in yards or in woodlands, in the urban or in the rural areas, natural stands of boreal forest and aspen park land contribute significantly to the city's health and are considered part of the urban forest. The effective management of this diverse and valuable resource is the continued focus of this plan and this department.

PROPOSED APPROACH AND RATIONALE:

The Parks Division is responsible for the planting, maintenance, and protection of trees and vegetation on city-owned and public land within the City of Prince Albert.

There are many components that need to be considered when establishing good urban forestry practices within a City, including arboriculture, entomology, pathology, and the execution of established and proven horticultural practices. A well-planned Urban Forest Management Plan will help in ensuring that there is an urban forest for generations to come.

Prince Albert's urban forest includes trees of different species, ages, sizes. Some are large, old remnants of the area's natural forests; others are small, young saplings. Some have been planted; others have regenerated on their own. All of these trees form part of the city's green infrastructure which sustains the community by filtering air pollution, providing shade, reducing energy use and bringing nature to the city.

Prince Albert's urban forest, as in many cities, is confronted with various challenges that threaten its health and sustainability. Key pressures include changes in land use, urban intensification, conflicts with infrastructure, climate change, invasive pests (DED – Dutch Elm, Disease, EAB – Emerald Ash Borer), plants and diseases, and limited allocation of resources.

To maintain and enhance the urban forest under these conditions requires thoughtful planning, effective management, sufficient resource allocation and ongoing cooperation between the city, its residents and other local stakeholders.

The purpose of this plan is to increase urban forestry management effectiveness and efficiency, assess and improve upon tree health and diversity, minimize risks to the public and maximize the benefits provided by a healthy and sustainable urban forest.

This plan will help identify opportunities on both the public and private lands, in urban and rural Prince Albert, and focuses on five key areas:

1. Management and Implementation
2. Community engagement and stewardship
3. Protection and Preservation
4. Reforestation and Enhancement
5. Tree Health and Risk Management

Focus Areas for 2022

The forestry department will be taking the necessary time this summer to develop a plan on how to best use the \$143,800 in annual funding noting the following:

- 45-years behind in pruning/care and maintenance of our urban forest;
- No current tree inventory exists outlining species, value, health, height of trees to help in the process of identifying concerns and hazards within the urban forest. This information would be beneficial in our overall efforts of planning to ensure we are getting to the worst areas by proactively planning and not reacting, and;
- Formalizing a process and starting point when utilizing a contractor and identifying what that focus should be (i.e. elm pruning) and identifying timelines to when this work is to be completed.

Areas of commitment currently being undertaken:

- Fire Smart Management work thru our partnership with the SPSA Saskatchewan's Public Safety Agency;
- Continuation of our focused block pruning programming;

- Addressing work orders and complaints directed to us through the City Works system;
- Continuation of our DED (Dutch elm disease) Survey – monitoring of the health of our elms within City limits and identifying any remedial action that may be required;
- Completion of a full tree inventory and annual maintenance strategy at the Cooke Municipal Golf Course;
- Working with community partners such as PA Model Forest on tree planting initiatives in and around our community and residential areas;
- Watering, maintenance and care of all new tree/shrub planting material that has been installed over the last 3-years, and;
- Continued training and educational opportunities for Forestry Staff,
- Collecting of data and comparative statistics to share with Council for future reports regarding work completed and progress made;
- Partnership and collaboration with a GIS student at Saskatchewan Polytechnic on providing a student led project with preliminary data on identifying city owned trees verses private owned for City consideration. This project presentation is to be made to our GIS and Community Services Department prior to the completion of the 2021-2022 school year, and;
- Continued efforts as to the 2021 motion of Council (0178 RPT 21-208) made at the regular City Council Meeting May 3, 2021. Within that motion there were several recommendations that came forth:
 - *That an update regarding the Forestry Management Plan be forwarded to the Community Services Advisory Committee as part of the 2021 Committee Work Plan;*
 - *That Administration provide correspondence to the property owners adjacent to 2021 and future Capital Utility Replacement Programs by the first week of May each year advising if tree removal of more than three (3) trees per block is included within the project scope;*
 - *That the City's website provide a map indicating the locations of the Capital Utility Replacement Programs;*
 - *That if discovered conditions result in the need to remove more than three (3) trees per block, not previously identified in the May correspondence, that revised communication be provided;*
 - *That administration provide annually, to the City Council meeting following April 15, a report on the intended Work Plan for the Capital Paving and Utility Infrastructure Replacement Program for the construction season;*

- *That the City Arborist be consulted prior to the removal of any trees by the Public Works Department; and,*
- *That the City Standards applied by the Public Works Department when reconstructing existing streets be made flexible to allow for retention of existing surface works and boulevard trees in established neighbourhoods when it is practical and desirable to do so.*

The Park and Public Works Departments continue to work together on identifying barriers to completing Capital Utility projects when trees are involved by providing insight, advice, assessment and options to removal. Removal is always looked at as a last resort after all other options to removal have been considered. Options to removal need to be practical, economical and take into consideration the overall impact on a community during and after the work has been completed.

CONSULTATIONS:

The City of Prince Albert Urban Forest Management Plan is a collaborative effort between past and present City of Prince Albert Parks Division staff. The intent is that it is a living document that is updated and reviewed each operational year as new industry related information and knowledge becomes available.

While City staff have been the driving force behind the Management Plan, there continues to be consultation across the industry and province seeking out advice and contributions from all levels of expertise.

The department continues to consult with the following:

- Saskatchewan Public Safety Agency
- Ministry of Environment Forest Services Branch
- SaskPower
- Board Directors with the Association of Saskatchewan Urban Parks and Conservation Agencies
- International Society of Arboriculture
- Certified Arborists
- Other Municipalities
- Land Developers
- Current and Retired members of the forestry profession.
- Public Works
- Planning and Development

We have also gained valuable insight from the community through Prince Albert resident inquiries and forestry requests have informed the priorities, concerns, and outcomes of the Plan.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Administration will continue to communicate internally with all departments involved as well as our Communications Department to ensure timely updates are provided to the public and user groups where necessary.

OTHER CONSIDERATIONS/IMPLICATIONS:

There is no policy, financial, or privacy implications, official community plan implementation strategies or other considerations.

STRATEGIC PLAN:

This report supports 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. This report also supports the Strategic Goal of Active & Caring Community through the development of an Urban Forest Management Plan.

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 natural and built environments. Our connection to the natural world is important and must be considered in the delivery of community services. This document would also support the Community Services Master Plan in the development of a master plan for Little Red River one of our 'Jewel' parks and also would support the consideration and development of a Forestry Bylaw to help protect and maintain our Urban Forest.

PUBLIC NOTICE:

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

PRESENTATION:

Verbal Presentation – Timothy Yeaman, Parks and Open Spaces Manager

ATTACHMENTS:

1. Forestry Management Plan

Written by: Timothy Yeaman, Parks and Open Spaces Manager

Approved by: Director of Community Services and City Manager

Forestry Management Plan 2018-2038

*Building bridges through Urban
Forestry to enhance well-being of
community and sustainability of
the environment.*



City of
Prince Albert

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1.0 THE URBAN FOREST

1.1 Acknowledgments

The City of Prince Albert Urban Forest Management Plan is a collaborative effort between past and present City of Prince Albert Parks Division staff and Management. The intent is that it is a living document that is updated as information and knowledge becomes available.

While City staff; have been the driving force behind the Management Plan, there have also been advice and contributions from the Saskatchewan Ministry of Environment Forest Services Branch, SaskPower, Board Directors with the Association of Saskatchewan Urban Parks and Conservation Areas, the ISA and certified arborists, other municipalities, land developers, and current and retired members of the forestry profession. We have also gained valuable insight from the community – Prince Albert resident inquiries and forestry requests have informed the priorities, concerns, and outcomes of the Plan.

1.2 What is the Urban Forest?

Prince Albert's urban forest includes all trees and their habitat within the city's urban area boundary. This includes trees on both public and private property: along city streets; in parks, open spaces and natural areas; and in yards and landscaped areas of residences, offices, institutions, and businesses. The urban forest is a shared resource that provides a wide range of benefits and services to the entire community.

1.3 Overview

Urban forest management, or urban forestry, refers to the planning and managing of city trees and vegetation in a manner that promotes their environmental, cultural, and biological health. The Parks Division in the Community Services Department is responsible for the planting, maintenance, and protection of trees and vegetation on city-owned and public land within the City of Prince Albert.

There are many components that need to be considered when establishing good urban forestry practices within a City, including arboriculture, entomology, pathology, and the execution of established and proven horticultural practices. A well-planned Urban Forest Management Plan will help in ensuring that there is an urban forest for generations to come.

The City of Prince Albert residents enjoy a high quality of life in a vibrant, healthy and prosperous community. All of the city's trees, whether they are along streets or in parks, in yards or in woodlands, in the urban or in the rural areas, natural stands of boreal forest and aspen park land contribute significantly to the city's health and are considered part of the **urban forest**. The effective management of this diverse and valuable resource is the focus of this plan.

Prince Albert's urban forest includes trees of different species, ages, sizes. Some are large, old remnants of the area's natural forests; others are small, young saplings. Some have been planted; others have regenerated on their own. All of these trees form part of the city's **green infrastructure**, which sustains the community by filtering air pollution, providing shade, reducing energy use and bringing nature to the city.

Prince Albert's urban forest, as in many cities, is confronted with various challenges that threaten its health and sustainability. Key pressures include changes in land use, urban

intensification, conflicts with infrastructure, climate change, invasive pests (DED – Dutch Elm Disease, EAB – Emerald Ash Borer), plants and diseases, and limited allocation of resources.

To maintain and enhance the urban forest under these conditions requires thoughtful planning, effective management, sufficient resource allocation and ongoing cooperation between the city, its residents and other local stakeholders.

The purpose of this plan is to increase urban forestry management effectiveness and efficiency, assess and improve upon tree health and diversity, minimize risks to the public and maximize the benefits provided by a healthy and sustainable urban forest.

This plan will help identify opportunities on both the public and private lands, in urban and rural Prince Albert, and focuses on five key areas:

- 1) Management and Implementation
- 2) Community engagement and stewardship
- 3) Protection and Preservation
- 4) Reforestation and Enhancement
- 5) Tree Health and Risk Management

Recommendations for each of these areas have been developed based on a review of Prince Albert's current practices, evaluation of leading examples from other Municipalities, input from city staff and the community. The recommendations have been assigned priorities within the plan's 20-year framework (***still in development***), considering actions likely to provide the most tangible benefits in the short and long-term. These priorities will need to be reviewed every five years and may be adjusted to reflect changes in existing conditions and/or resource availability.



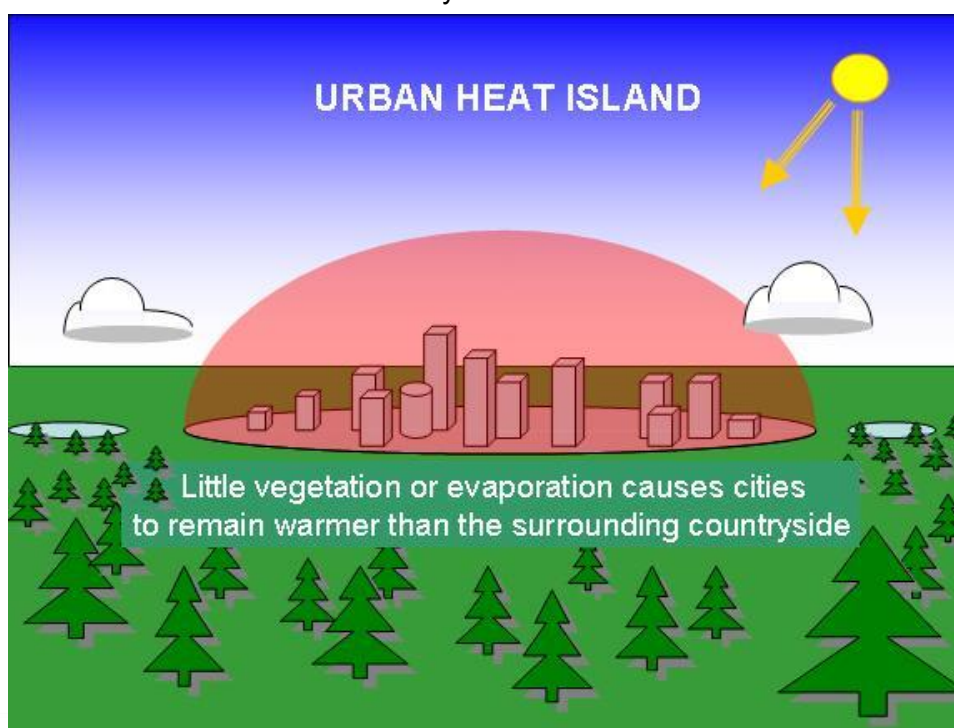
2.0 URBAN FOREST BENEFITS

Urban forests provide a wide range of benefits to cities and the areas around them. These have been well documented in various studies and reports, and the latest research attributes value to some of these benefits.

2.1 Environmental Benefits

Trees in cities provide valuable environmental services, including these:

- **Filtering air pollution** – Trees and vegetation reduce air pollution through carbon sequestration; by absorbing carbon dioxide and ozone, and releasing oxygen. Plants can capture and remove airborne pollutants and particulates such as dust, smog, and soot.
- **Removing atmospheric carbon** – Young trees absorb CO₂ at a rate of 13 pounds per tree each year. Trees reach their most productive stage of carbon storage at about 10 years at which point they are estimated to absorb 48 pounds of CO₂ per year. At that rate, they release enough oxygen back into the atmosphere to support two human beings.
- **Moderating the Urban Heat Island Effect** – Urban environments typically exhibit higher temperatures than their rural surroundings due to lack of vegetation, and increase in reflective, heat-absorbing, and impermeable surfaces. This is referred to as the Urban Heat Island Effect. Trees and vegetation can reduce urban temperatures by cooling cities during hot summer months through their daily dew and evaporation cycle. The light absorbed by vegetation might otherwise be converted into heat energy. Trees can extend the life of sidewalks and roadways.



- **Providing energy savings by shading buildings in the summer and screening them from wind in summer and winter.**



- **Cleaning and reducing storm water runoff** – Trees can hold vast amounts of water that would otherwise wash away valuable nutrients and also pollutants that could end up in the river systems. Trees are an important part of storm water management in many cities.

- **Stabilizing Slopes and Protecting Against Erosion** – Trees and other vegetation are essential for stabilizing the soil and preventing erosion and excessive run-off. The roots bind the soil structure and the trunks of the trees slow

down the flow of water. This is also critical especially along our North Saskatchewan River, Spruce River and the drainage channel.

- **Increasing Biodiversity** – Birds, animals and insects use trees for food, shelter, nesting and mating. Trees provide shelter for the undergrowth required for healthy soil structure. By protecting the trees we also save all the other plants and animals that they shelter.

Trees in built-up areas also provide habitat for urban-adapted wildlife and migratory birds, and they can provide temporary refuge for some types of wildlife moving between natural areas. Woodlands in both urban and rural areas provide habitat for a variety of species, including plant and animal species alike.

Although there remains uncertainty about how different species and ecosystems are going to respond to the shift predicted to be associated with climate change, it is generally agreed in the scientific community that the maintenance and reforestation of treed areas is one of the easiest and least expensive means of cooling urban and rural environments.

2.2 Social/Economic Benefits

Trees and green spaces have been linked to improvements in these:

- **Physical and psychological well-being** – It takes 3 minutes for blood pressure and muscle tension to reduce significantly after seeing trees. It has been observed that hospital patients, who can see trees out their windows, are hospitalized 8% fewer days than their counterparts.
- **Visual screening** – City trees often serve several architectural and engineering functions. They provide privacy, emphasize views, or screen out objectionable views. They reduce glare and reflection.
- **Safety for pedestrians and other road users** – There is a growing body of evidence suggesting that the inclusion of trees and other streetscape features in the roadside environment may actually reduce crashes and injuries on urban roadways. The

evidence suggests that the presence of a well-defined roadside edge may be leading drivers to exercise great caution.

- **Property values** – Trees are one of the few landscape investments that increase in value over time. Research shows that the beauty of a well planted property and its surrounding street and neighbourhood can raise property values by as much as 15%.
- **Human Comfort** - Trees provide shade, shelter, wind protection and visual screening, which can assist us in carrying on with our everyday activities. Trees can reduce exposure to harmful ultraviolet (UV) rays by offering shade and absorbing up to 95% of the UV radiation.

Urban spaces with large, healthy trees feel more welcoming and safer than those without them. Stress levels have been found to be lower among people who enjoy even moderate exposure to trees and green areas, and research shows that trees facilitate positive social interaction.

2.3 Urban (Forestry) Myth



Many people believe trees and vegetation provide insulation from noise. Studies have shown that a significant stand of mature trees and vegetation, 15-30 metres thick, are only able to reduce noise levels by 6 decibels. The reduction of noise is more of a psychological one – people are less conscious of noise if they cannot see the source.

3.0 PREAMBLE

The following vision, guiding principles and strategic objectives have been developed with careful consideration for best practices and for Prince Albert's distinctive environmental and social context. The themes that run through these statements are intended to be realized through the implementation of the recommendation laid out in this plan.

3.1 Vision

We envision a city in which all community members live and play where the trees and woodlands of Prince Albert are maintained and enhanced long term, in acknowledgement of the value environmentally, socially and economically that they provide. The city will work by building strategic partnerships within the community in both the urban and rural communities to ensure that essential resources are managed effectively to maximize the overall health of the trees, increase native biodiversity, minimize risks to public and property and contribute to the environmental sustainability and quality of life in Prince Albert.

3.2 Guiding Principles

The following seven principles are intended to guide the implementation of this plan over the long term.

- 1) The city's urban forest, a major component of its green infrastructure, is a valued and shared resource.

- 2) The city, its residents and other local stakeholders must work together to improve, care for, maintain and expand upon the urban forest.
- 3) The right tree must be planted in the right place to maximize upon its full potential
- 4) The city's urban forest must include a high diversity of native and non-invasive species to improve its resilience to various stressors
- 5) Tree protection and reforestation must be priority considerations during development and intensification.
- 6) The city's trees must be maintained in a healthy and safe condition through ongoing risk assessment, health care practices and an Integrated Pest Management (IPM) approach.
- 7) This plan must adopt an *adaptive environment assessment and management* approach that allows for changes in response to new information or conditions

3.3 Strategic Goals

The following eight goals identify the key items that the City of Prince Albert is seeking to achieve through implementation of this plan.

- 1) **Increase awareness** among city staff, local landowners and residents alike about the benefits and services provided by the urban forest and how to care for it.
- 2) **Forester engagement and stewardship** in both the urban and rural areas by providing resources, building partnerships and supporting educational and hands-on activities
- 3) **Transition the city from a reactive to a proactive management model** by implementing appropriate policies and management practices related to both the protection of existing trees and the planting of new trees, on public and private lands.
- 4) **Explore mechanisms** for more inter-departmental coordination regarding proper protections and management of the green infrastructure (i.e. trees) and educate about tree protection guidelines, policies and best practices.
- 5) **Improve the resilience of trees** to current stressors by implementing policies and industry best management practices that optimize *native species* diversity and tree growth potential
- 6) **Minimize the risk presented by trees** in the urban forest to people and property on public lands by developing guidelines and best management practices.
- 7) **Monitor and review the status of the urban forest** using established criteria and indicators on a regular basis, and revise planning and practices as required to ensure ongoing progress towards realizing the vision

- 8) **Ensure that the urban forest is recognized as a critical municipal asset** and infrastructure component through a long-term commitment to proactive management, adequate resource allocation and joint stewardship with the city and the community.

3.4 Purpose of the Plan

The Urban Forest Management Plan provides guidance and direction for all urban forest management decisions within the City of Prince Albert. Focusing on the maintenance, renewal, and community awareness of our urban forest, the Plan ensures:

- An effective and efficient urban forestry program is implemented in the City of Prince Albert that promotes the preservation of a healthy and sustainable urban forest;
- A framework is created that includes ongoing monitoring and assessment, so that priorities, requirements, procedures and specifications are adhered to when planting, removing, and maintaining all public trees within the City;
- Regular inspection cycles that utilize data of City-owned trees to establish cyclic maintenance programs and a system of response prioritization; and,
- That the benefits of the urban forest are maximized for the well-being of the community and residents of Prince Albert can enjoy a safe, attractive, and vibrant urban forest in perpetuity.

4.0 URBAN FOREST SUSTAINABILITY

4.1 Challenges and Solutions

The City of Prince Albert is the third-largest city in Saskatchewan and is situated near the centre of the province on the banks of the North Saskatchewan River. The city is well known as the “**Gateway to the North**” because it is the last major centre along the route to the resources of northern Saskatchewan. The city’s current population of 35,930 (2016) along with the combined planning of development to accommodate a possible population of 50,000 by 2025 – the City of Prince Albert continues to be a leader and welcoming place to live for all.

New residents bring diversity, ideas and new opportunities. They also bring more demand for housing and more pressure on the city’s urban municipal services, including roads, sewers, parks and natural areas. These pressures, combined with the already present and emerging threats of tree pests, and environmental stresses, will require careful planning, active management, ongoing monitoring and creative problem solving to maintain the urban forest as a healthy and growing entity.

Currently, the biggest threat(s) to the urban forest are the Emerald Ash Borer, which has the potential to decimate the city’s ash trees. Emerald Ash Borer has shown itself to be an aggressive and non-selective pest when it comes to all members of the Fraxinus Genus Species (Ash trees).

The other threat is a well-known one, DED or Dutch Elm disease. Dutch Elm disease is a fungal disease of elms. The fungus is spread by both a native and an introduced bark beetle whose larvae tunnel under the outer bark and create distinctive feeding ‘galleries’. There are

fungicide treatments available for individual trees but they are costly, must be repeated regularly, and may only prolong the life of the treated tree by 5-10 years. On average, DED arrives three to seven years after the first detection of elm bark beetles. Of the two, we know we can manage DED but not EAB.

At the site-specific level, particularly in urban and urbanizing areas, the biggest pressure on trees is the competition for space both above and below ground.

Below-ground root habitat in built-up areas is typically characterized by inadequate soil volumes, quality and drainage. Roots must compete for space with underground utilities, and soils can become too compact to support the fine root hairs that provide water, oxygen and nutrients. Above ground, trunks, branches and foliage compete for growing space with people, buildings, overhead utility services and vehicular traffic. As a result, conditions are typically insufficient to promote tree longevity and health, and trees are unable to reach their *genetic potential*, meaning they ultimately provide fewer benefits and cost more to maintain and replace.

Other conflicts occasionally occur when branch failures, tree roots and uprooted trees damage property and infrastructure and sometimes pose risks to human safety.

Solutions, as recommended in this plan, include the following:

- Identifying adequate space for trees early in the planning and development approval process;
- Improving above-ground and below-ground site conditions for trees, focusing in built-up areas;
- Protecting trees determined to be significant in the community;
- Planting a diverse mix of native and non-invasive tree species, and
- Regular, proactive tree care.

Urban trees with adequate growing space and subject to ongoing maintenance will be more resilient to environmental extremes and to the rigors of urban life and will, therefore, be better able to adapt to future challenges. They will also pose less risk of failure, need to be replaced less frequently and provide exponentially more benefits as they mature.

5.0 PRINCE ALBERT URBAN FOREST

Prince Albert's urban forest is constrained in that there is limited types of vegetation and diversity of tree species which will grow in our climate. The majority of our old growth urban forest (trees over 50+ years of age) is of the following species and characteristics.

- Acer Negundo (Manitoba Maple) – a fast growing, short lived tree, many of which are nearing the end of their life cycle and becoming a liability due to rot.
- Ulmus Americana (American Elm)
- Fraxinus pensylvanica (Green Ash)
- Populus x jackii Northwest (North West Poplars) – a fast growing, short lived tree with a weak limb structure and invasive and strong root system. Many of these were planted

as a donation in the 1980's and have also proven to be one of the few hardy species for our environment.

Many of Prince Albert neighbourhoods, particularly the more established ones such as Midtown, East Hill, and West Hill, are characterized by and loved for their established tree canopies.

6.0 PARK & BOULEVARD TREE PLANTING PROGRAM

6.1 Diversity

It is essential to implement the planting of various tree species. These different tree species add varying color, texture, form, size and adaptability to the finished landscape. An urban forest that has several diverse species and age is better able to withstand insect & disease infestations as well as severe weather conditions.

6.2 General Tree Pruning

Proper tree pruning will greatly assist in maintaining the health, appearance and vigour of trees. Regular pruning corrects minor defects that would otherwise eventually become major tree surgery. Pruning will be undertaken by the Forestry Crew in order to maintain these trees in the best possible condition as established by good arboricultural standards and industry best standards. Thus, pruning serves the following purpose (not listed as priority):

i) Health

- To maintain the overall health of the tree
- Remove broken & diseased branches
- Address rubbing branches/limbs that create wounds
- Improve taper on branches and limbs
- Remove codominant stems
- Attempt to improve overall structure and health of the tree to reduce the risk of failures

ii) Safety

- Trees in high use areas (playgrounds, e.g.)
- Removal of broken and dead material (widow makers)
- Look for poor branch attachments (V-crotches)
- Excessive leaning (may indicate root problems)
- Trees in construction areas (10+ year lag time)
- Interference with line of sight on streets
- Utility pruning (safety of workers, keep the light on)
- Topped trees (will be a hazard down the road)

iii) Aesthetics

- Improve Views (vista pruning)
- Provide clearance (car, mowers, pedestrians)
- Pathways & sidewalks to 8 feet
- Streets to 18 feet
- Reduce shade & wind resistance
- Lawns, groundcovers, mulch beds with flowers
- Influence fruit & flower production

7.0 BACK LANE/ALLEY'S

We want to encourage and educate that responsibility is taken by property owners to ensure the maintenance and health of the trees, on their properties whether they be at the front or the back of the property. The purpose of back alleys and lanes are to act as a right of way for public utilities, back yard and garage access. Back alleys/lanes are not recognized green spaces and therefore, the City of Prince Albert does not consider plantings located in the back alleys/lanes as part of the City of Prince Albert Urban Forest as it relates to both the forestry by-law and this master plan. ***The forestry division under the direction of the Community Services department when requested will perform needed pruning in these utility right of ways.***

8.0 PRUNING AND CHEMICAL DAMAGE

Through this plan we want to encourage accountability through education and engagement. Currently we have concerns with trees being altered, pruned, or damaged due to what we call "***Homeowner Blight***". We want to try and head this off through having a dedicated forestry crew to solely focus on the front sides of the streets, addressing the dead, diseased or dying, and a properly managed urban forest program that focuses in on the health of the tree.



9.0 MAINTENANCE / PLANTING OF TREES

The City of Prince Albert will only undertake tree maintenance on City property. No work will be completed on private property unless by custom work order due to infraction of a City Bylaw, in which case the property owner would be billed for the work. The exception to this is boulevard trees that were planted in the past on private property with permission of the property owner because the boulevard was an insufficient width to accommodate trees. There are very few instances of these being planted and include the following locations and tree species:

- *Johnson Crescent: Elms*
- *Kemp Crescent: Elms and Green Ash*
- *Helm Crescent: Elms and Green Ash*

The City of Prince Albert no longer plants trees on private property. All new developments must provide room for trees within boulevards conforming to the Parks and Open Spaces Design standards. Any previously constructed developments which do not provide space for trees within boulevards (such as Coombe Drive and Glenn Howard Way) will not be planted with boulevard trees.

We want to encourage our citizens to plant private trees on the frontages of City Property in residential areas to help enhance their neighborhood. Often the purpose is to offer additional protection from prevailing winds and privacy to their own yards. An application for approval must be made to the Department of Community Services, with written approval required prior to commencement of planting.

10.0 NATURAL STANDS

The natural stands of forest we have within the City are just as much part of Prince Albert's Urban Forest as the transplanted trees. We must protect and preserve these areas. They allow people to connect with Mother Nature the way it was intended to be. These natural stands contain vegetation and wildlife that cannot be seen and admired anywhere else within the City. The complete removal of trees and underbrush in some of these areas alters this habitat forever. Continuous removal of underbrush will eventually lead to the overall decline in health to the remaining trees, as they will be more susceptible to insect and disease attacks. Public safety is high priority in these areas but it should not be at the expense of these natural stands. Remember, these natural stands are not the problem. Any request for underbrush/tree removal in these natural stands will be studied and assessed on an individual basis. The amount and type of complaints relating to a particular site will be taken into account before a decision is reached, as to the approach to rectify the concern. Some of the natural stands we need to protect within the City are:

- The Cooke Municipal Golf Course
- North of the Crescent Acres Community Club
- West side of 15th Avenue East from 4th to 7th Street East
- Miller Hill Park area
- Waste Water Treatment Plant area through to MacDowall Crescent

- Between 18th & 19th Street from 6th Avenue East to 17th Avenue West
- All areas within the Pehonan Parkway, including the Little Red River Park

It is administrations recommendation that some of the above listed natural stands should be thinned as required. In consultation with Police and Fire Services some of these natural stands need to be thinned and/or mulched and identified for controlled burn. This will alleviate some of the concerns for public safety as well as allow the forest floor to recover to its natural state between thinning cycles. Only the required amount of underbrush and dead plant material should be removed. This would still allow for a healthy forest stand and also address the needs of public safety. Thinning brush at the Cooke Municipal Golf Course and at the Little Red River Park should be avoided unless absolutely necessary.

11.0 TREE PLANTING

Prince Albert property owners are encouraged to plant trees within their private property. The current Zoning Bylaw requires that in most zones, trees are planted at a ratio of 1 tree per 45 square metres of landscaped area, to provide canopy cover and help deliver the city-wide benefits of a healthy urban forest.



Planning before planting ensures that the right tree is planted in the right place. Proper tree selection and placement can enhance the design of a site and prevent costly maintenance and potential infrastructure damage later on.

Trees should be chosen so that they are suitable to the planting site, and so that:

- The size of the tree fits the size of the site and can attain a healthy, mature canopy without interference;
- The species is suited to and can survive in our climatic zone;
- Trees are selected and located to complement the conditions and function of a site, promote public safety, not impede vehicle and pedestrian sight lines, not block vehicle and pedestrian access, and not interfere with above- and below-ground utilities.
- A tree can survive under site-specific conditions such as exposed or sheltered sites, sites with higher pollution levels, less soil, and/or compaction of its root system due to high foot traffic;
- A tree is not unnecessarily exposed to pests and diseases, or conditions that may weaken the tree or expose it to pests and diseases;

Tree planting must follow the City of Prince Albert Master Specifications 2014 document, specifically Section 02950: Plant Material. All trees planted in the City of Prince Albert should have been grown in the same climatic zone as Prince Albert, or next immediate zone, to ensure hardiness of all nursery stock species.

When planting trees, it is important to plant the right tree in the right place. A Landscape Architect, experienced Landscape Designer or ISA Certified Arborist can help you make an informed decision.

Tree planting is undertaken only in the spring or the fall. In order to limit the demands and disruption to tree pruning and regular maintenance, planting will be split between these two times. Minimum tree container size shall be no smaller than a 15 gallon pot.

11.1 Park Trees

Parks provide space for neighbourhood residents to interact with each other and meet new people. They're also great spaces for events and for people to engage in recreational activities. This allows people to develop a sense of community. A park is perfect for a picnic, a concert, or a farmer's market – whatever the community feels it needs.

All plant materials shall be a hardy species capable of healthy growth in Prince Albert and shall conform to standards of the Canadian Nursery Trades Association for Nursery Stock. When planting park trees the City of Prince Albert Master Specifications along with the City of Prince Albert Design Standards will be used to identify preferred tree species and planting guidelines.

Trees and shrubs to be primarily planted in groupings and mulched with a bark mulch or post peelings as per specification while individual specimen trees in turfed areas are acceptable as well.

All plant material to be planted a minimum of 5m away from a pathway, sidewalk or property line within a park.

There should be a minimum of 40 trees/ha on all dedicated municipal reserve.

There shall be a replaced value of two (2) new trees planted for every one (1) tree removed on any public lands

11.2 Street (Boulevard and Median) Trees

Trees that are planted within a City Road Right of Way (ROW) must be of a species that can tolerate urban conditions, particularly pollution, salt exposure, and lack of growing medium.

There are 4 types of boulevards within the City of Prince Albert:

1. **Combined Curb and Sidewalk** - Where the sidewalk is directly adjacent to, and abuts the curb at the edge of the roadway. In this instance street trees will be planted between the sidewalk and property boundary.
2. **Separated Curb and Sidewalk** - Where there is a space between the sidewalk and the curb. In this instance street trees will be planted between the sidewalk and curb.
3. **Curb and No Sidewalk** – Where there is a curb and no sidewalk, street trees will be planted between the curb and property boundary following the setbacks for Curb Face of Roads.

4. **No Curb or Sidewalk** – Where there is neither a curb nor a sidewalk, street trees will be planted between the edge of paved roadway and the property boundary following the setbacks for Curb Face of Roads.

Boulevard trees should be planted in new single-family residential subdivisions at a minimum ratio of 1 tree per lot front, 1 tree per lot back, and 2 trees per lot side.

Street trees should be spaced a minimum 10 metres apart.

Trees should only be planted in a median where there is a minimum 2 metre wide planting area, and should be centered within the median where they are most protected from traffic and snow plow damage.

Property owners may request a tree(s) from the City to be planted in the boulevard adjacent to their property. Requesting a boulevard tree is not a guarantee that one will be planted. The Parks Manager or their designate will need to inspect the site to ensure that there is sufficient room and no infrastructure conflicts to accommodate a tree.

If tree removal is required and undertaken to accommodate City utility work along an entire block, the block will be re-planted as per the Tree Planting guidelines when landscaping is completed.

[Refer to Appendix “A” Tree Planting Letter](#)

11.3 Minimum Planting Distances from Infrastructure

The following is a set of guidelines that should be followed when considering a potential tree planting site. Trees require a setback of a minimum distance, measured from the centre of the tree trunk, from utilities and other objects. Distances that are listed below have been determined with the goal of preventing immediate and future conflicts:

[Refer to Appendix “B” Tree Planting Tips](#)

City of Prince Albert | Tree Planting Guidelines

(metres)

Spacing	
Between Street Trees	10.0m
Curb Face of Roads	
Arterial Roads	2.0m
Collector Roads	2.0m
Local Roads	1.5m
Street Corners (in accordance with the Corner Visibility Triangle)	7.5m
Separated Curb-Sidewalk where minimum setbacks cannot otherwise be accommodated and trees are required	centered
Paving	
Sidewalks, Public Pathways, and other Pavement	1.0m
Private Walkways	1.5m
Driveways (located so as not to obstruct vehicle sight lines)	1.5m minimum
<i>Tree Species > 6.0 metres tall</i>	2.0m (preferred)
<i>Tree Species > 12 metres tall</i>	3.0m (preferred)
<i>Tree Species < 12 metres tall</i>	5.0m (preferred)

Buildings

Where there is lawn between the Building and Tree	3.0 m
Where there is no lawn between the Building and Tree	3.5m

Fences, Bollards, and Site Furniture

Private Fences adjacent to Road Right of Ways	1.0m
All Fences, Bollards, and/or Site Furniture adjacent to or within Municipal (Park) Reserve where there is no lawn between the Fence, Bollard, and/or Site Furniture and the tree	1.0m
All Fences, Bollards, and Site Furniture adjacent to/within Municipal (Park) Reserve where there is lawn between the	2.0m

Community Mailboxes**3.0m****Signs**

Front of Stop and Yield Signs	7.0m
Roadway Signs except from front of Stop and Yield Signs	2.0m
Front of Bus Stop Signs	12.0m
Side and back of Bus Stop Signs, and front of Bus Stop Signs where tree is more than 3.0m from curb face	3.0m
Railway Signs	12.0m

Utilities

120 - 240 Voltage Lines (Street Light Power Lines, Traffic Control Lines, etc.)	0.6m
Buried High Voltage Power Lines	2.0m
Overhead Power Lines and Power Poles	
<i>Tree Species > 6.0 metres tall</i>	3.0m
<i>Tree Species > 12 metres tall</i>	6.0m
<i>Tree Species < 12 metres tall</i>	15.0m
Telecommunication Lines	2.0m
Fibre Optic Lines	3.0m
Gas Distribution Lines	2.0m
Gas Transmission Lines	10.0m
Water and Sewer Lines	3.0m
Utility Pedestals	2.0m
Electrical Transformers	3.0m
Curb Boxes	3.0m
Overhead Lights (Street Lights, etc.)	5.0m
Fire Hydrants	3.0m
Catch Basins	1.5m

Residential Subdivisions should provide a minimum of 1 street tree per lot frontage, 2 trees per lot side, and 1 tree per lot back within adjacent street boulevards or public open space (where lot backs or sides onto public open space or street right of way).

Trees must be located and planted so that they are capable of achieving a healthy growth, form, and aesthetic, without restricting vehicle and pedestrian access and safety. Variance from City requirements and guidelines may be considered on a case-by-case basis if they cannot be met without compromise to tree health.

12.0 REFORESTATION PROGRAM

Whenever a tree has to be removed from City property (ie. disease, old age, liability issue, interference with utilities) it must be replaced with two trees. This two to one ratio will ensure the continued growth of a successful urban forest. If the tree cannot be planted in or near the same location, then a tree will be planted in another site location to maintain the proper number of trees.

The need to maintain a comprehensive reforestation program results from a decline in general forest population in the older established areas of the City.

The reforestation program will see the planting of various tree species to help avoid devastation from insects or disease.

Selected trees will be drought tolerant, cold hardy (preferably Zone 2), salt tolerant and disease and insect resistant species. New species that are compatible to our zone will be considered.

Trees will also be considered for their aesthetics, leaf color, bark color & texture, longevity, mature height and spread, form and function for the planting site.

Refer to Appendix “C” – Preferred Tree Species.

13.0 CAPITAL PLANTING PROJECTS

These projects are generally located in the newer developments of the City. Most are funded through the Land Fund Accounts. The various species of trees planted will be on a one tree per private frontage with two trees allowed for corner lots. Trees will not be planted until the lot has been finished, underground structures installed and boulevard is finish graded. All projects relating to Parks will follow the designated plans.

14.0 PARK & BOULEVARD TREE MAINTENANCE PROGRAM

14.1 General Information

The purpose of this program is to preserve the health and appearance of the City's boulevard and park tree inventory and to ensure that the trees do not constitute a hazard to public or to property.

Some of the maintenance will include pruning, bolting and/or bracing of trees, watering, mulching, removing dead or diseased trees and stumps, inspecting pruning activities performed by contractors or utility agencies, and providing information and training in proper tree maintenance techniques.

14.2 Services Provided

Pruning, removal, stumping, bolting and bracing services are provided for trees on City boulevards and parks (elm tree pruning is not allowed between April 1st and August 31st).

The tree inquiry program collects service requests from the public and other civic departments. Requests are addressed according to priority and available resources.

Tree pests and diseases will be monitored on a regular basis. In the years when the economic and/or aesthetic damage to trees may be excessive, a spray program may subsequently be recommended by Council.

A planned street tree health enhancement program is carried out on all new boulevard plantings for a minimum of three years. This includes mulching, replacing and removing tree stakes, replacing dead trees, watering (with adjacent property owner assistance) and structural pruning. An informational package will be supplied to each property owner so they can understand basic maintenance requirements of the new tree.

A gator bag shall be installed on all newly planted trees and shall remain in place to help with watering for a minimum on three years.

Boulevard tree planting shall not commence until the lot is improved, all underground structures have been installed and the boulevard is finish graded.

Our Forestry staff can provide technical advice and on-site supervision required by contractors, utility agencies or other civic departments.

New developments will have one tree per property, with corner lots been allowed two trees.

14.3 Current Status of Resources & Approaches

Currently, the greatest challenge facing the City of Prince Albert Forestry division in the Community Services Department is adapting best management practices with limited money, staff and resources. The Forestry section is currently responsible for all trees on City lands including those on streets (i.e., typically within the first 1.5 m from the curb), in riparian areas and greenways, in parks and in publicly owned natural areas. They deal with all aspects of the urban forest, including tree maintenance, planting, and removal, stumping and responding to storm damage.

The City of Prince Albert Forestry Section currently includes one Assistant Manager, one Foreman (II), Foreman (III), 5 Labourers and administration staff (see Appendixes Figure 4.0 - Winter and 4.1 - Summer below for the staff organizational structure). There are in total 7 full-time staff members within the department to take care of all tree-related work within the City. What is slowing down the response time and quantity of work being done is the requirement of staff to perform winter maintenance support and other various services as requested, this has left us without a full-time dedicated forestry crew that solely focuses in on the health of the trees.

The physical resources (owned), as of January 17th, 2018, held by the Forestry division:

- **1992 Forestry lift with a 40' Lift – Telescopic not articulating**
- **2013 Forestry lift with a 60' Lift – Telescopic not articulating**
- **2015 One ton truck with chipper box**
- **2011 Forestry chipper**

- **2011 Stump grinder**
- **6 Stihl chainsaws**

In 2017, the Forestry Section responded to 709 requests for services ranging from tree stump removal to pruning with a 90% completion ratio.

Currently, strategic management of the urban forest is limited to a 1:1 ratio for tree removals and replacements, and response to customer service requests, with minimal activity spent on proactive forest management practices. The current approach involves applying the capacity of workload (with current staff, assuming no unanticipated winter storms or other emergencies) to undertake various forestry activities to existing outstanding requests. We then apply various factors (i.e., an assessment of potential risk to persons and property) to prioritize and schedule when the work can reasonably be expected to be accomplished.

Generally, a crew of 4 to 5 carries out tree planting for two months (April and May) each year. Throughout the rest of the season the crew works on tree trimming and removals (except for those transferred to snow removal or responding to other emergency work requests in the winter). When trees are removed, crews perform complete restoration activities (stumping and soiling).

14.4 Tree Inquiry Program

The purpose of this program is to systematically prioritize and respond to public concerns regarding trees. Hazard and high priority tree concerns will be addressed first, then general pruning requests will be addressed as time and resources permit.

In 2014, the Parks Division implemented an Urban Forestry Task List with the goal of being better able to prioritize and track Forestry requests as they were received and be better able to provide updates on requests.

14.5 Procedure

i) **STEP 1 - A customer contacts the Community Services Secretary (CSS).**

- The CSS will identify the problem(s) by asking questions of the caller. Is it a broken branch? Is it a tree pest or disease? Is it a hazard? Is it a nuisance? The CSS will determine if an on-site investigation is necessary.
- An **on-site investigation is not necessary** when the CSS is able to satisfy the callers concern over the phone. The CSS may document the comments for future reference.
- When an on-site investigation is necessary the CSS will generate an Incident Report Form with the name, address, and telephone number of the person with the concern. The callers' comments should be brief and concise regarding the concern.

- If the request is deemed to be an emergency, the Assistant Parks Manager or Forestry Foreman should be contacted by phone to check out the concern immediately.

ii) STEP 2 - The Assistant Parks Manager receives an Incident Report Form.

- He will review the Incident Report Form to be sure the information is clear and then forward it to the Forestry Foreman.

Please note: If elm tree requests are not deemed a hazard, they will not be addressed until after the pruning ban ends August 31.

iii) STEP 3 - The Forestry Crew will make an on-site investigation of the tree in question.

- They should let the homeowner know they are investigating the concern. The present health and structure of the tree should be assessed during the investigation. The assessment should be as professional and objective as possible. It is the Forestry Crew's responsibility to determine the appropriate course of action to be taken.

Refer to Appendix "D" - for Basic Tree Risk Assessment Form

- If they **deem no action is to be taken** the person should be notified by phone, in person or by a mailer of the investigation results.
- If the Forestry Crew deems that work is necessary then the Incident Report Form should include the work performed, the date completed; the Foreman's initials and any other comments. If time permits, any additional pruning requirements to the tree will be performed at this time.
- If the tree work cannot be completed at the time of the investigation, then the customer should be notified in person, by phone or mailer as to the intended work and when they feel they can return to complete the work.

iv) STEP 4 - The Forestry Foreman will prioritize the future tree work.

- The Incident Report Forms will be placed in order of priority for the work to be performed. Top priority will be completed first with low priority attended to as time permits.

v) STEP 5 - The service work is performed.

- The Forestry Crew should notify the adjacent homeowner that they are proceeding with the tree work. The Incident Report Form will be completed after the work is complete.

vi) STEP 6 - The Incident Report Form is returned to Assistant Parks Foreman.

- The work performed is confirmed and the forms are collected and returned to the CSS.

vii) STEP 7 - The CSS receives the completed Incident Report Form.

- All forms are then entered into our Incident Reporter data base.

14.6 Incident Report Priority Guidelines

i) Emergencies:

- Tree has fallen over and presents an immediate danger to the public.
- Large broken branch on the ground or in the tree and presents an immediate danger to the public.
- Severely leaning or swaying tree that presents an immediate danger to the public.
- Newly cracked or splitting tree that presents an immediate danger to the public.

ii) Top Priority

- Obstructing branches which over hang sidewalks, roadways, driveways, signage or streetlights.
- Tree removals that have been approved (ie. Service connection repair or water main break)
- Tree removals due to confirmed cases of disease (ie. Dutch Elm)
- Trees with branches rubbing on houses or shingles.

iii) Low Priority

- General tree pruning
- Tree is interfering or shading a privately owned tree
- Tree has die-back but not considered a hazard.

14.7 Pest Management

All trees within Prince Albert's Urban Forest will be monitored constantly for disease and insect infestations. When the Forestry Crew receives an Incident Report Form stating that there is a concern dealing with a pest, the tree(s) in question will be investigated. The assessment will determine if the tree is to be pruned, removed, treated or left to defend naturally.

The City does not promote the use of chemical sprays and will only spray as a last resort to control a severe outbreak. We can recommend to residents to use a pressure hose to knock down the pests with water if they choose. At their own expense, residents could also spray their boulevard tree adjacent to their property with insecticidal soap, Dipel or Thuricide, if this is one of the recommended biological controls for that particular pest.

A tree will be considered for removal if more than 40% of the crown has been killed. If a tree has been confirmed to have Dutch Elm Disease it will be removed (stump included) immediately. If a tree is confirmed to have EAB (Emerald Ash Borer) the department will contact CFIA (Canadian Food Inspection Agency) and seek direction from the agency.

No person shall apply or administer any chemical that would cause death to any public tree. If this was to occur the offender would be held responsible. If a person is deemed responsible, that person will bar the assessed value of that tree. Within that assessed value, would include cost of removal plus cost of replacement of the tree(s). The assessment of the infected tree will be assumed a healthy tree upon assessment.

14.8 Damage to Private Property Caused by City Trees

Any and all damage incurred to private property which may be caused by City trees requires submission of a claim to the City of Prince Albert Finance Department by the property owner. The Finance Department will then open a claim file and this will be provided to the City's insurance provider for further investigation. Should the City be found at fault for any damage caused by City trees, property owners may receive compensation from the City.

The exception to this is the removal of tree roots in sewer service lines. Should a property owner experience blockages, a back-up, and/or a flow issue to their sewer service line, the property owner should call a plumbing company to diagnose and solve the problem. If tree roots are identified in the service line, City of Prince Albert Staff will investigate on site to determine the ownership of the trees:

- If there are trees on City property and on private property (in this instance trees on private property are defined as vegetation higher than the house eaves), then the property owner will receive 50% reimbursement of the cost to clear the service line.
- If there are trees on City property only, then the property owner will receive 100% reimbursement of the cost to clear the service line.
- If there are trees on private property only, then the property owner will receive no reimbursement towards the cost to clear the service line.

The City will only reimburse for clearing tree roots in the service line. Unknown blockages such as diapers, napkins, towels, etc. are not covered as the City has no control over what goes into the sewer service connection. Service line maintenance, repair and/or replacement are otherwise the responsibility of the property owner for the service line connection between the building and the main. The City does not pay for replacement of private portions of a service even if a City tree caused root intrusion damage. Often root intrusions into a service line are an indication of a larger problem or failure(s) which have allowed the roots to gain entry into the service line. This usually occurs at the end of the life span of the service line.

If problems are identified, video of the service is recommended and the City will provide compensation only if there is problems on the City's portion of the service line outside of the private property. If a failure occurs on the portion that lies outside the private property on City-owned land, and this is identified through service line photography, then the City will repair the failure at no charge to the adjacent property owner and pay for the video.

In the past, agreements were made with property owners for yearly maintenance (clearing of tree roots) of service lines due to trees or moderate failures (sags) in the service through the Public Works Department. Public Works has no record of these agreements and learn of them as people bring them to their attention. Public Works will no longer be signing any more of these agreements, but rather will be fixing problems and/or identifying problem trees that need to be removed, whether City or private. Tree removals would be as per Section 15 of this document.

The property owner is responsible for paying for the removal of a City tree if the tree removal is required (as deemed by the Director of Community Services) for any work within their private property. This can be completed by custom work order through the Community Services Office.

15.0 TREE REMOVALS

When a request is received for a tree removal, it will be evaluated and determined whether it is a hazard or non-hazard tree. Tree removals will always be considered as a last resort to rectifying an issue, once all other options have been explored and exhausted.

15.1 Hazard Tree(s)

If a City owned tree is evaluated to be a hazard tree, the removal process will be scheduled for the earliest date. The City will pay for all costs associated with the removal and reforestation if required. The following situations are when tree removals may receive immediate approval:

- The tree poses an immediate hazard to people or property.
- The tree has a confirmed case of Dutch Elm disease.
- The tree has a confirmed case of EAB and direction for its removal is provided by the Canadian Food Inspection Agency.
- More than 40% of the crown of the tree is dead.
- More than 40% of the crown is infected by a disease.

15.2 Other Considerations for Tree Removal

Other trees considered for removal may have one or more of the following:

- Is the tree dead, diseased or dying? These are referred to as the Three D's. The percentage amounts are listed above.
- Trees in the way of a renovation/construction project and would interfere with utilities, buildings, driveways, etc.
- Trees that obstruct sight lines, causes roof damage, sidewalk damage, and utility line damage or interfere with public maintenance work.
- A tree that restricts the healthy growth of a more desirable tree.
- Trees that are leaning severely.
- Have major obstructive limbs and if the limbs were removed would ruin the overall structure of the tree that may cause a potential hazard.
- Trees that have a history of complaints or problems.
- Trees that are deemed to be causing a security concern.

- Trees that have been planted by citizens on City boulevards or parks and interfere with regular park maintenance or utilities.

The property owner adjacent to the tree to be removed will receive a Tree Removal Letter from the City.

Refer to Appendix “E” - for the Tree Removal Letter.

If a person(s) requests a city owned tree to be removed solely for personal purposes (i.e. driveway), and in the event the Parks & Open Space Manager agrees after exhausting all other avenues to save the tree, the person(s) shall be responsible for the assessed value placed on the tree, which would include removal and replacement costs.

Typically, healthy trees are not considered for removal except in extenuating circumstances and at the City’s cost which may include:

- Tree roots interfering with underground utilities, such as tree roots in sewer lines. In this case, the City requires proof that a City tree is the problem and it is not a one-time only occurrence. For example; if the property is being reimbursed by the Public Works Department for annual preventative maintenance of City tree roots in their sewer line, and an experienced member of the Urban Forestry Crew is able to clearly identify the offending tree, the tree may be removed. At time of removal, all parts of the tree must be removed including the stump. Preventative maintenance must be recommended by the Public Works Department Utility Manager.

Refer to Appendix “F” – Appraisal Worksheet

Refer to Appendix “G” – Guidelines for Evaluation of Trees

15.3 Non Hazard Trees

When the tree removal request has been investigated and the tree is determined to be a non-hazard, the tree will not be removed. Steps such as pruning will be considered to help alleviate the problem that is being investigated. The following are requests where, under normal circumstances, tree removal requests will be denied. The following concerns are considered a nuisance and are not reasonable grounds for removal.

- The leaves, fruit or seeds are a nuisance to clean up.
- Leaves are filling up eaves troughs.
- The leaves from boulevard trees are plugging up the catch basin.
- The seeds are considered unsightly.
- The sucker growth at the base of the tree is unsightly.
- People at the residence are too old or disabled to clean up the leaves, fruit or seeds.
- The tree is attracting insects.
- The tree is obstructing the street light.
- The tree is obstructing a view.

- The tree is affecting growth of private trees.
- The tree root flare is interfering with mowing.
- The tree roots are exposed above ground or lifting the ground.
- The branches are too low and interfering with mowing grass under the tree.
- The tree does not fit their landscape plans.
- The tree roots are growing into the sewer lines.

We will refer them to Public Works to apply for a sanitary sewer blockage reimbursement. A tree that has been identified causing root problems in a sewer line, on an on-going basis (annually), will be considered for removal. Should it be decided that the tree in question will not be removed; the applicant will be notified in writing as to the decision. The applicant must ensure that no undue harm comes to the tree(s) requested for removal. Malicious tree and/or City property damage will result in action taken to receive compensation for the tree and/or restoration of the City owned property to its full value as determined by the Council of Trees & Landscape Appraisers Field form report for Cost of Cure. Cost of Cure determines the cost of the replacement and/or repairing of plants and restoration of the property to its pre-casualty condition.

16.0 URBAN FOREST STORM RESPONSE PLAN

16.1 General

The purpose of the Storm Response Plan is to have an action plan in place to respond to damage to the Urban Forest caused by intense storms. This will assist with providing the City with the safest, efficient, organized clean-up procedures to returning the City's Urban Forest to acceptable standards. All employees involved will know their role and the responsibilities that are required from them. All safety practices will be followed to ensure the safety of the employees, the public and all property involved.

16.2 Minor Storm

A minor storm will be of the nature that causes fallen trees and limbs, minor road blockages and minimal damage to a local or broad area. The Forestry Crew will perform the majority of the clean-up and all hazardous scenarios can be completed within a week's work.

16.3 Major Storm

A major storm will be classified as of the nature that causes numerous fallen trees and limbs, uprooted trees, road blockages on both major arterial and residential streets, and severe damage throughout the City. Clean-up from these storms will involve assistance from other City crews including Parks crews and support from Public Works crews to supply loaders and trucks with operators. Private contractors or other trained personnel such as the Pen Crew/Riverbend Work Crew may need to be called in to assist. Clean-up from these storms will take from one

week to several weeks. Additional funding, staffing and equipment will need to be allocated to complete this severity of a clean-up.

16.4 Staff Responsibilities

To ensure a safe, efficient clean-up, all staff will know the role they are responsible for. All City Policies & Procedures, Occupational Health & Safety, Provincial Legislation and the Collective Bargaining Agreement will be adhered to. Any staff member locating an emergency situation shall notify 9-1-1 immediately.

All staff will be responsible for completing hazard assessments.

16.5 Training (Importance of ISA Certification)

Working towards having certified arborists on hand will be critical in how we deal with the health of the City's trees moving forward. The need to be knowledgeable, understand how to work with a tree, assess its overall health, determine whether it is dead, diseased or dying will only help to add depth and confidence to the department. The more knowledge and the more staff understand the better job they will be able to do of providing a safer and more sustainable Urban Forest for everyone to enjoy.

Why have a trained arborist(s) on staff? You wouldn't choose a doctor without a license to perform surgery – so why choose an arborist without a license to perform tree maintenance? The department believes that the best service comes from the most qualified professionals – that is why certification is important. Here's why it is important:

First of all, what is an ISA arborist certification?

The International Society of Arboriculture (ISA) certification program ensures arborists are trained in all aspects of arboriculture. If an arborist has an ISA certification, it means they meet basic criteria, including at least three years of full-time, hands on experience in arboriculture or a degree in related fields including forestry, horticulture, and landscape architecture. Candidates must pass an exam and maintain their certification through continuing education or retake the test every three years. Professionals can also further specialize and obtain certifications in areas including arborist utility, arborist municipal, tree worker climber, tree worker aerial lift, and board certified master arborist.

What are the benefits of having a certified arborist?

- They meet or exceed arboriculture standards: An arborist has passed an exam designed to cover all necessary areas of knowledge to thrive in the industry. The certification process includes an application process, an exam, and review following the exam. This means certified arborists have met the ISA's standards and have been screened and approved through their in-depth review process.
- They demonstrate dedication to continuing education: This certification means the arborist has made an effort to stay current and pursue continuing education. Certified arborists have fulfilled the required amount of Continuing Education Units (CEU's) over a three year period including taking college courses, participating in local events,

presentations, and competitions, taking computer based trainings and seminars, and staying up-to-date with CPR and First Aid training.

- They have significant, relevant experience: To obtain certification, arborist must have at least three years in the field or a college degree in a related field. These professionals are not rookies – they are experts who have put a lot of time and effort in the field and want to maintain and build their knowledge throughout their careers. The ISA also promotes networking locally and beyond so professionals can work with each other to bring the highest quality services to a region.
- They use science and technology to bolster their practices: The ISA focuses not only on arboriculture best practices, but on how to use science, technology, and research to define best practices drive results. An arborist is not just trimming trees at random; they are using high quality tools backed by scientific knowledge of tree anatomy and ecosystems to maintain plant life. Professionals use literature reviews, podcasts, seminars, research databases and more to stay up-to-date on how science and technology can reinforce professional standards.
- They govern their actions with sound ethics: Certified arborists follow the ISA Certified Arborist Code of Ethics. This means they comply with local and national laws and policies, meet or exceed professional standards, practice safe and ethical decision making, respect confidentiality, reflect truthful and accurate public information and avoid conflicts of interest between customers and respect public health protocols.

What is the ISA?

The International Society of Arboriculture is an organization dedicated to using research, education, and technology to foster professional arborists who will benefit trees and forest worldwide. The organization was founded almost 100 years ago in Connecticut and has since gained over 20,000 members around the world. Their goals are to promote research for healthier trees, raise public awareness of public awareness of arboricultural issues, promote and provide professional development for arborists, and foster best practices to keep professionals and citizens alike safe when it comes to arboriculture.

16.6 Staffing

i) Assistant Parks Manager

- Investigate and monitor the severity of damage caused by the storm.
- Call in Forestry Crew as needed.
- Confirm with Forestry Foreman if extra help is required from within the department and call in the necessary amount of employees.
- Requests assistance from other departments when required.
- Requests assistance from contractors or other trained personnel (Pen Crew/Riverbend Work Crew) when required.
- Reviews the Incident Report Forms and prioritizes hazard and non-hazard trees or situations.
- Coordinates the location of the crews with the Forestry Foreman when damage is over a large area.
- Responsible for making overtime work decisions.

- Ensures only qualified personnel are operating specialized equipment.
- Deals with the follow-up calls from residents who were affected by tree damage from the storm.
- Contacts utility companies if they are required.
- Maintains a list of all staff, equipment and other related charges from the storm related clean-up.
- Reports to the Manager of Parks & Open Spaces as to the damage received and if more resources are needed.
- Provides all reports and documentation as required by the Manager of Parks & Open Spaces or Director of Community Services.
- Will be the immediate contact person with the Communications Manager as to the damage and progress the Crews are making.
- Will be the immediate contact person for the media regarding the damage and progress being made during the storm clean-up operation.

ii) Forestry Foreman (Foreman III)

- Lay out, assign, supervise and work with large sized crews engaged in maintenance, construction and repair operations.
- Maintains records of staff and equipment hours, materials and work performed and communicate all to out of scope supervisor.
- Responsible for requesting and ensuring all locates are completed.
- Assist with cost estimates when required.
- Assign and supervise the work of hired equipment and contractors.
- Follow Acts, Regulations, OH&S, Bylaws, Agreements, policies and procedures.
- Perform other related duties as assigned.
- Responsible for encouraging and maintaining high levels of safety and communication with all staff working under their supervision.
- Prepare reports and oversee the completion of reports by subordinates.
- Order materials and supplies.
- Pick up time cards and review the time cards as to the correct time and account numbers.
- Deal with Bylaw regarding complaints and clean ups.
- Run Toolbox meetings.
- Assist with Parks when needed.

iii) Forestry Foreman (Foreman II)

- Prioritizes, designates and assists with all duties of the Forestry Crew and other crews assisting with the clean-up.
- Calls in Forestry Crew and makes recommendations for staffing personnel, regular work hours, overtime and equipment required.
- Reviews the Incident Report Forms and gives updates to the Assistant Parks Manager as work is completed.
- Will authorize tree removals as required.

- Oversees proper pruning techniques for the damaged trees that do not need to be removed.
- Ensures the safety of all crews and the surrounding work area.

iv) Forestry Crew

- Performs all clean-up work as assigned by the Forestry Foreman.
- Completes any paperwork that may be required.
- Follows all safety requirements and guidelines.

v) Parks, Public Works, Contractor Crews

- Perform all clean-up work as designated by the Forestry Foreman or the immediate Crew Foreman.
- Follow all safety requirements and guidelines.

vi) Duty Foreman

- The Duty Foreman can call in the Forestry Foreman to respond to the storm clean-up.
- The Duty Foreman can assist with prioritizing the hazard areas needing immediate attention.

vii) Parks & Open Space Manager

- Reports to Director of Community Services the damages caused by the storm and gives updates as to clean-up progress.
- Assists the Assistant Parks Manager when necessary with administrative duties.
- Assumes the duties of the Assistant Parks Manager in his absence.

17.0 STORM CLEAN-UP PRIORITIES

The following will be used to prioritize the work assignments for the staff due to damage from the storm.

17.1 High Priority

- A call received from 9-1-1 that people are injured and trapped in a car or house that has a tree down.
- People caught in a life threatening situation due to a tree down.
- The possibility of a damaged/split tree falling on a house and cause injury to individuals.
- A damaged tree (ie. split) that could cause immediate danger to the public.

17.2 Mid Priority

- Trees down blocking major arterial street(s).
- Trees down blocking minor arterial street(s).

- Trees down blocking local streets and rear lanes.

17.3 High Priority

- Uprooted and damaged trees on public property.
- Trees from Mid Priority that are piled on boulevard for removal.
- Branches and cut up logs to be hauled to dump site.
- Stump grinding/removal will be performed at a later date.
- Tree replacements to be diarized and performed at a later date.

18.0 TREES ON PRIVATE PROPERTIES

City crews will only go on private property if:

- 1) There is a life-threatening situation that requires the City's specialized equipment and trained staff, or the potential for a situation to cause an injury.
- 2) A private tree has fallen onto a City street.

Homeowners are responsible for removing any damaged trees and branches from their own property.

19.0 PUBLIC EDUCATION AND PROGRAMS

Educating the public about the value and importance of the Urban Forest is essential. They will learn how to appreciate and assist in the development of our Urban Forest. They will learn how to care for and nurture the trees in an area, which in turn means a beautiful, well maintained, healthy and safe Urban Forest environment. The Plant-A-Forest Day, involving Grade 5 students from all schools, assists in young children replanting a forest that was devastated by Dwarf Mistletoe, a great example of educating and involving the public.

To assist in public education and programs the following could occur:

- Our Parks and Forestry Crew could be available to assist the public with any questions or concerns that they have.
- Meeting with groups or organizations to provide education on forestry related topics could be made available. .
- Horticultural/Forestry Information Sheets could be developed and made available to the public upon request. These sheets could be topic specific and cover a wide variety of issues with regard to Urban Forestry and other horticultural information.
- An update to our City website could be made to include Forestry related subjects and timely updates at a touch of a finger.
- Site specific meetings could take place to provide further direction that cannot be easily given out through an information sheet or through a telephone call.

20.0 PRUNING CYCLE

Pruning street and park trees is an important component of managing a safe, hazard-free, and less costly urban forest in the long term. A pruning cycle will need to be initiated to provide regular maintenance to the City of Prince Alberts urban forest. Ideally, the pruning cycle would be: any tree under, 15" DBH (diameter at breast height) every 2 years to provide corrective and directional pruning, Elm to be pruned every 4 years and, parks and street boulevard pruning every 7 years. The focus being, on the overall health of the tree and ensuring that all hazards have been removed. The plan would be to strive towards an achievable maintenance cycle and to work towards having dedicated pruning crew(s) who are solely focused on tree care. In order to help us achieve this we will need to assess the Forestry Departments current commitments and look for solutions to providing consistency in the area of forestry management.

Pruning Crews would be responsible for the following:

- Reduce or remove limbs to train a central leader
- Remove any large deadwood and crossing branches
- Lightly thin to allow for light penetration and air circulation
- Prune broken or damaged limbs
- Raise the crown to provide clearance for vehicles (18'), pedestrians (7'), signs and street lights (as required)
- Note any remedial treatments such as cabling, bracing, fertilization, etc.

The seven zones involved in this cycle would be:

- *Midtown*
- *West Hill, East Hill*
- *West Flat, East Flat*
- *Crescent Acres/Crescent Heights*
- *Nordale/Hazeldell*

Homeowner Requests

To maximize the efficiency of operations, requests for pruning outside of the scheduled cycle should be minimized.

21.0 INVENTORY STRATEGY

As is the case with any renewable resource, an inventory is an essential tool for the formulation of management strategies. It provides data about the City's trees which is necessary for the planning of management activities to achieve specific goals. This data typically includes species composition, the relative proportion of native versus non-native species, age structure, tree condition, location, size, management history and habitat. This information can be linked to

a GIS system to facilitate data collection, tracking, analyses and to refine management approaches over time.

Ideally every municipality should have an inventory of all its trees. However, this is usually not feasible, and so the easiest place to start is by focusing on the City's own lands where it can access and manage trees without much difficulty.

Why Tree Inventories are Important

A comprehensive tree inventory is essential for the City of Prince Albert to effectively manage its urban forest, to maximize the benefits that trees provide, to minimize risk from potential hazards and to implement long-term management initiatives. It will identify details of the structure of the urban forest, which are necessary for the planning of management activities to achieve specific goals. An inventory may also reveal other valuable assets such as the presence of Species at Risk (e.g. Fraxinus Ash, Ulmus – Elm) that may otherwise be overlooked.

An inventory will also differentiate between intensively managed parts of the municipal forest (i.e., areas where individual trees are managed under arboricultural techniques) and extensively managed woodlands (i.e., areas that are managed using techniques more closely related to silviculture or forestry).

22.1 Status of Tree Inventory in the City of Prince Albert

We currently do not have a working inventory and are starting from ground zero. It is hard to estimate at this time how many trees the city currently has; however, the Forestry staff are working with the City's GIS Supervisor (i.e., using GIS) to start plotting for the inventory and will be collecting data trees. This data once collected will then be downloaded into an iTree program that will allow the department to start analyzing things like Landscape, Canopy cover, Value, Planting, Species, Carbon Capture, Disease, etc.

22.1 GIS & Asset Management

GIS or a Geographic Information System is basically a database of information that is geographically oriented. Like many municipalities, the City has recognized the potential value of this tool for planning (as well as some other applications e.g. iTree) and has gradually been expanding its capacities with this technology combines common data base functions with the visualization and geographic analysis benefits that are offered by maps, and can be very useful for linking urban forest data and mapping, and conducting a wide range of large, medium and small-scale analyses.

Examples of important urban forestry questions that can be answered with GIS, if the appropriate data is entered on a City-wide basis, and the appropriate planning layers are available, include:

LARGE-SCALE (can be conducted with air photo interpretation in conjunction with various planning layers)

- What is the City's total tree cover (including street trees) and how is it dispersed across the City?
- How much of the City's tree cover is in natural or semi-natural areas versus urban areas?
- How much of the City's tree cover is on private lands versus public lands?
- How much of the tree cover on private lands is on residential lands versus industrial, institutional and commercial?
- Where are the largest concentrations of City-owned trees?

MEDIUM- SCALE (requires some types of inventory data; the more comprehensive the data, the more accurate the answers will be)

- What parts of the City have mainly older trees?
- What proportion of the City's tree cover is in parks? Natural areas? Street trees?

SMALL-SCALE (requires a comprehensive tree inventory)

- What is the status (e.g., age, health, hazard rating) of all trees on City-owned lands?
- What is the status (e.g., age, health, hazard rating) of all trees on private lands?

23.0 QUANTIFYING OUR SUCCESS (ES)

As with all plans you must be able to quantify your successes. The following are some of the areas that we will monitor to see if we have achieved our goals:

- Two replacement trees planted for each tree removal
- Boulevard trees planted in new developments within a year
- Trees planted in parks as soon as a plan for the park is complete and the immediate surrounding properties have been developed.
- Completion of a zone per season for tree pruning/removal
- Implementation and monitoring of permanent positions for Forestry Crew
- A reduction in tree complaints due to an increased commitment to the maintenance of our Urban Forest
- An established block pruning program addressing the needs of all trees in an area.

We want to achieve these goals while staying within the approved budget for each year. The City of Prince Albert can achieve these goals with the cooperation of administration, Council and the citizens of this City.

24.0 POLICY AND GUIDELINE RECOMMENDATIONS

The Community Services Department:

- a) *Should ensure that all policy revisions and updates define the urban forest, identify it as a high priority for protection, and describe it as “green infrastructure” which needs to be actively managed.*
- b) *Should develop comprehensive, City-wide policies, guidelines for tree preservation, replacement and enhancement on both public and private lands.*
- c) *Should commit to protecting and, where feasible, enhancing the natural linkages within the City and to outlying communities such as Hazeldell, Nordale and the County of Buckland.*
- d) *The tree by-law should be reviewed and updated every 2 years to ensure it is relevant to the current standards and practices.*
- e) *Should evaluate if existing staffing is adequate to address the immediate pruning and assessment needs. This process should also include a detailed plan of where we currently stand in regards to current staffing and equipment, what type of commitment would be involved to reach the desired levels of service and what other options would be available and the costs involved.*

Communications Recommendations

The Community Services Department:

- a) *Should host workshops or public meetings to get community input to the vision and goals to keep the Urban Forest Management Plan relevant.*
- b) *Should explore options for providing support and coordination of ongoing and potential volunteer activities related to tree planting in the City.*
- c) *Should explore mechanisms for more inter-departmental coordination regarding proper protection and management of the City’s green infrastructure (i.e., its trees) and educate about tree protection guidelines, policies and best practices.*
- d) *Should expand its public education initiatives by (a) updating and enhancing its on-line urban forestry resources, (b) consider offering urban forestry workshops for residents, and (c) exploring other educational opportunities with other partners (e.g., Saskatchewan Polytechnic College, Government of Canada Forestry Centre.)*

26.0 INVENTORY RECOMMENDATIONS

The Community Services Department:

- a) *Should determine specific goals for a tree inventory and develop a system of data collection and asset management in the Forestry Master Plan.*

- b) Should complete a tree inventory for all trees on City lands outside of natural areas as part of the first 5-year management plan
- c) Should collect the tree inventory and use the GIS Toolbox to monitor overall tree canopy cover in the City, and help identify potential planting locations.
- d) Should explore options for administering and maintaining the forestry asset management system (e.g., tree inventory software, database, etc.) as it develops.
- e) Should complete a tree inventory for all Municipal woodlands based on accepted forest stand inventory for all municipal woodlands based on accepted forest stand inventory protocols.

27.0 GLOSSARY

Boulevard
Corner Visibility Triangle
Hardscape
Median
Soft scape

28.0 APPENDIXES

FIGURE 4.0

COMMUNITY SERVICES

PARKS – WINTER

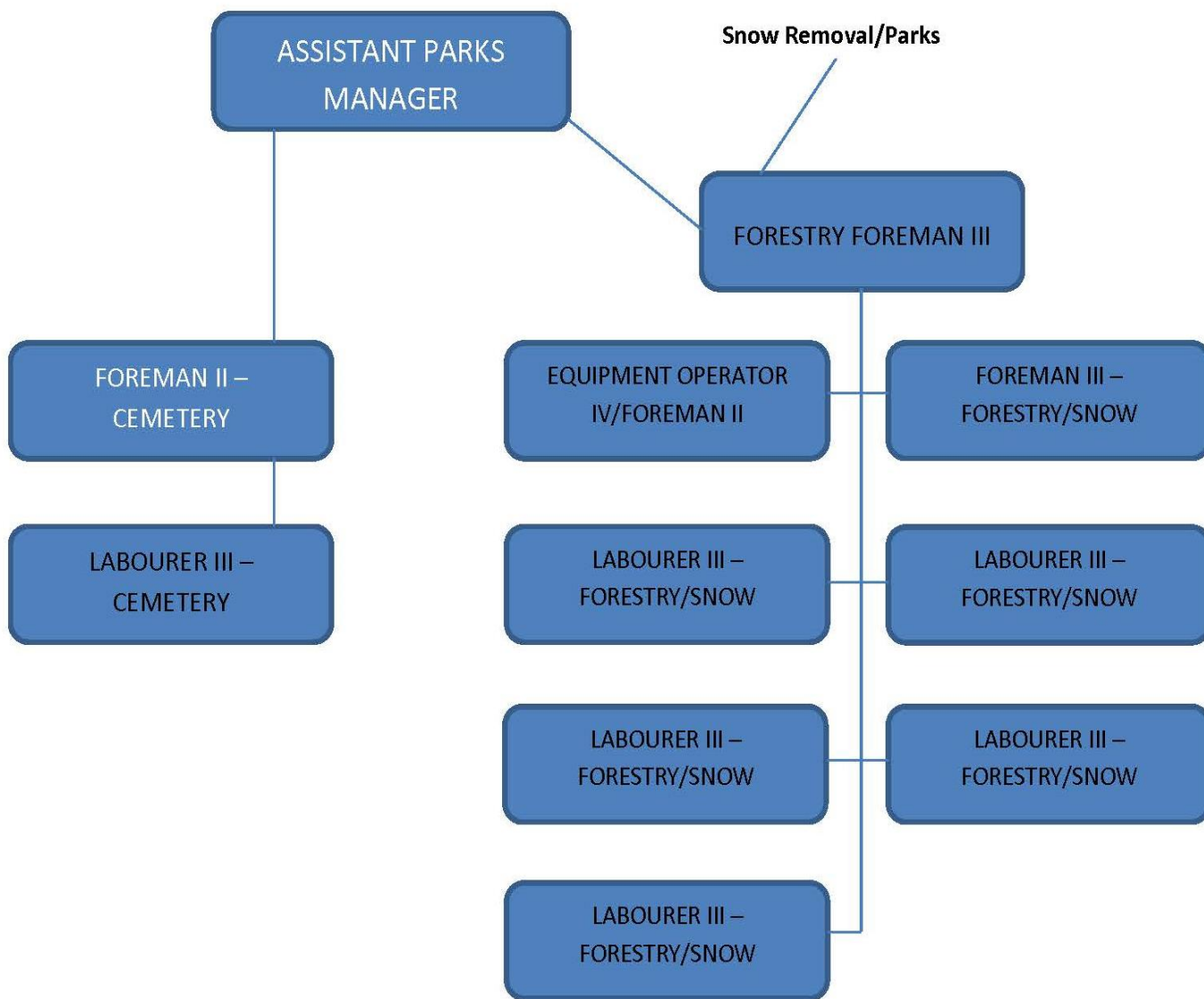
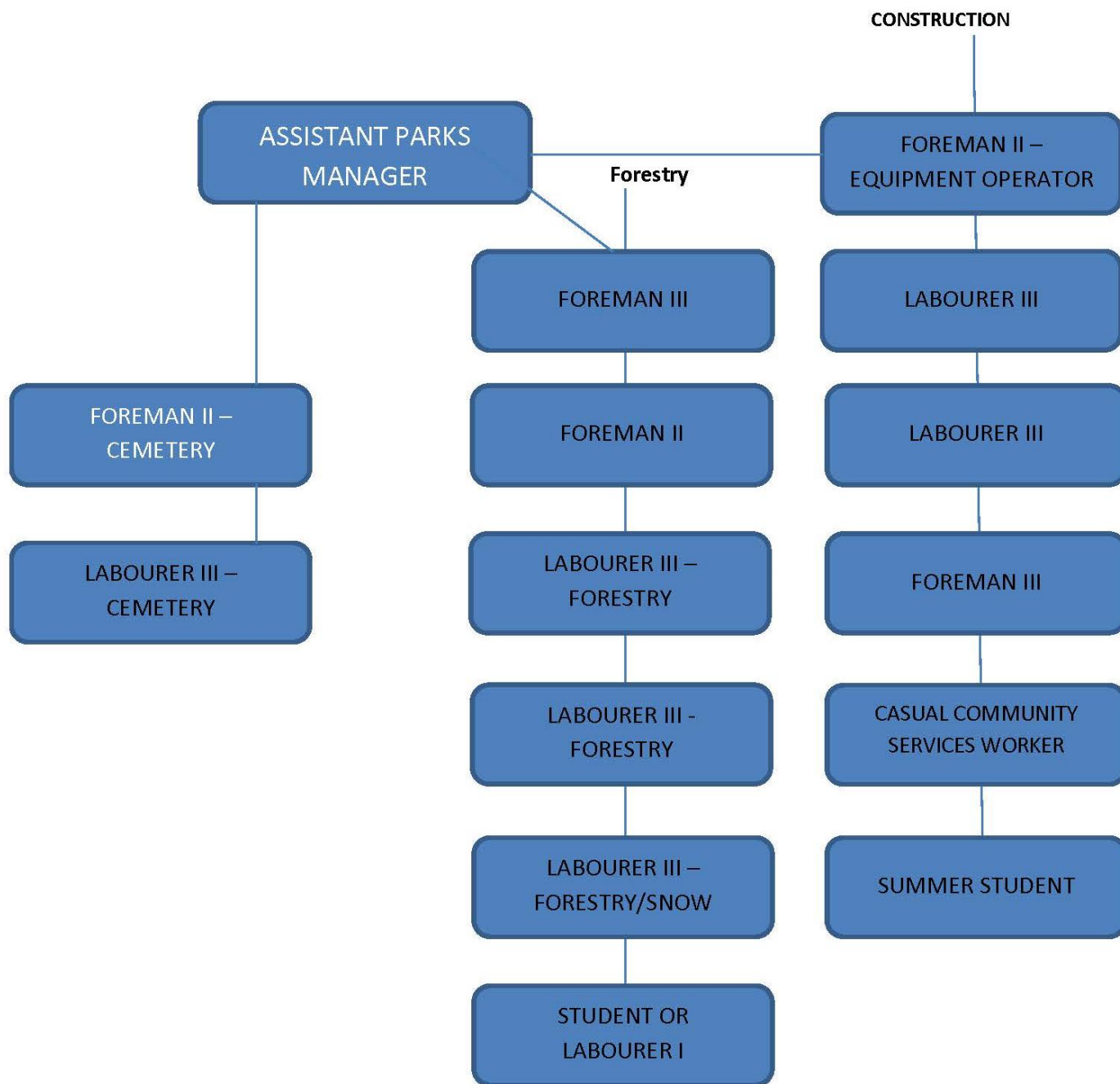


FIGURE 4.1

COMMUNITY SERVICES

PARKS – SUMMER



Appendix “A” TREE PLANTING LETTER



Date:

Dear Homeowner;

The City Forestry crew recently planted a new tree on your property and we would like to ask your assistance in helping take care of it. The trees themselves will need to be watered at least twice a week and the process is as simple as filling the “Gator Bags” that have been provided by our department.

The Gator bags are designed to hold water and allow for a slow release of that water over a 9-12 hour period. This will allow for the following:

- 100% absorption with no run-off
- Deep saturation of the soil surface with every fill
- Reduces time spent at the tree
- Promotes deep root growth
- And only requires the bag(s) to be filled 1-2 times per week

WHY SHOULD I WATER MY TREE(S)?

Newly planted trees have lost more than 75% of their root system. Regular watering will help your tree recover faster and grow healthier especially during dry conditions.

CAN I OVERWATER MY TREE(S)?

YES – overwatering can be as harmful as a lack of watering. Always follow the recommended watering guidelines for normal, drought and wet conditions.

Drought – 20 gallons (90 litres) **twice** per week

Normal – 20 gallons (90 litres) **once** per week

Wet – No additional watering required

HOW WILL I KNOW WHAT THE CONDITION IS?

The condition (drought, normal or wet) is determined based on the amount of rainfall per week.

Drought – 0 mm of rainfall per week

Normal – 30 mm of rainfall per week

Wet – 60+ mm of rainfall per week.

If there are any questions or concerns please do not hesitate to call me at your convenience.

Respectfully,

Parks Manager



Appendix “B” TREE PLANTING TIPS

- **Call Before You Dig!** Be certain of all utility locations. Do not plant directly over or under any utility services.
- Be aware of the distance from the home’s foundation, fences and property edge. Consider windows, doors, air conditioning units, flower beds, other trees and all other hardscape features.
- A hole 1.5 times wider and deeper than the root ball or root spread should be dug.
- Plant the tree at the same depth that it had previously been growing.
- Spread roots out evenly in hole.
- Fill hole with parent material or a good loam soil. Pack firmly.
- Water thoroughly. Roots must not be allowed to dry out. Water at least once a week for the first growing season.
- Apply about 3 inches of mulch to help maintain moisture and protect root system.
- Trees of a 5-8 foot height should be staked for the first year. If staking with wire or rope, be sure to use a piece of rubber hose around the trunk to prevent damage to the newly transplanted tree.
- Keep mulch free of weeds and grass.
- Do not use herbicides around new tree.
- Avoid lawn mower and weed eater damage to tree trunk.

Appendix “C” PREFERRED TREE SPECIES – SUBJECT TO CHANGE

City of Prince Albert Preferred Tree Species		Zone	Height	Spread	Columnar	Upright/Spreading	Flowering	Fruiting	Winter Interest	Drought Tolerant	Water Tolerant	Salt Tolerant	Okay to plant under Powerlines	Expected Life in Years
Botanic Name	Common Name													

<i>Acer ginnala</i>	Tree-form Amur Maple	2	6m (18')	5m (15')		X							X	60
<i>Acer ginnala</i> 'Flame'	Flame Amur Maple	3a	6m (18')	6m (18')		X							X	60
<i>Acer saccharinum</i> 'Silver Cloud'	Silver Maple	2b	18m (60')	9m (30')		X			X	X	X			80
<i>Acer tataricum</i> 'GarAnn'	Hot Wings Tatarian Maple	3a	8m (25')	6m (18')		X			X		X	X		70
<i>Alnus hirsuta</i> 'Harbin'	Prairie Horizon Manchurian Alder	3a	12m (40')	9m (30')		X		X	X					80
<i>Fraxinus mandshurica</i> 'Mancana'	Mancana Manchurian Ash	2b	12m (40')	7m (20')		X			X	X	X	X		70
<i>Fraxinus x 'Northern Gem'</i>	Northern Gem Hybrid Ash	2b	15m (50')	12m (40')		X			X					70
<i>Fraxinus pennsylvanica</i> 'Patmore'	Patmore Green Ash	2a	18m (60')	11m (35')		X			X		X			70
<i>Fraxinus pennsylvanica</i> 'Rugby'	Prairie Spire Green Ash	2b	18m (60')	9m (30')		X			X		X			70
<i>Quercus macrocarpa</i>	Bur Oak	2b	24m (80')	18m (60')		X			X		X			99+
<i>Quercus macrocarpa</i> 'Top Gun'	Top Gun Bur Oak	2b	18m (60')	5m (15')		X			X		X			99+
<i>Sorbus aucuparia</i> 'Black Hawk'	Black Hawk Mountain Ash	3a	9m (30')	6m (18')		X	X						X	50
<i>Tilia americana</i>	American Linden/Basswood	2b	18m (60')	12m (40')		X	X							70
<i>Tilia cordata</i> 'Greenspire'	Greenspire Littleleaf Linden	3b	12m (40')	10m (30')		X								70
<i>Tilia cordata</i> 'Ronald'	Norlin Littleleaf Linden	3a	15m (50')	9m (30')		X								70
<i>Tilia mongolica</i> 'Harvest Gold'	Harvest Gold Mongolian Linden	2a	12m (40')	8m (25')		X								70
<i>Tilia x flavescens</i> 'Dropmore'	Dropmore Hybrid Linden	2a	15m (50')	9m (30')		X								70
<i>Ulmus americana</i> *	American Elm	2a	20m (60')	12m (40')		X								99+
<i>Ulmus americana</i> 'Brandon'	Brandon Elm	2a	18m (60')	12m (40')		X								80

All-Purpose Trees for All Applications

Ornamental Trees Located Away from Pavement | Street Trees between Property Boundary and Combined Curb-Sidewalk

<i>Betula platyphylla</i> 'Fargo'	Dakota Pinnacle Asian White Birch	3b	12m (40')	9m (30')	X			X						40
<i>Celtis occidentalis</i>	Hackberry	2	15m (50')	12m (40')		X	X	X		X	X			99+
<i>Crataegus x mordenensis</i> 'Snowbird'	Snowbird Hawthorn	3a	5m (15')	5m (15')		X	X	X					X	40
<i>Elaeagnus angustifolia</i>	Russian Olive	3a	6m (18')	6m (18')		X	X	X		X		X	X	50
<i>Malus x adstringens</i> 'Jefgreen'	Emerald Spire Columnar Crabapple	2a	5m (15')	2m (6')	X		X						X	50
<i>Malus x adstringens</i> 'Jefspire'	Purple Spire Crabapple	3a	5m (15')	2m (6')	X		X						X	50
<i>Malus x adstringens</i> 'Thunderchild'	Thunderchild Crabapple	3a	6m (18')	5m (15')		X	X	X						50
<i>Malus</i> 'Durleo'	Gladiator Flowering Crab	2a	6m (18')	3m (9')	X	X	X	X					X	40
<i>Malus</i> 'Royalty'	Royalty Crabapple	2	5m (15')	5m (15')		X	X	X					X	70
<i>Prunus maackii</i>	Amur Cherry	2b	10m (30')	8m (25')		X	X	X	X					30
<i>Syringia reticulata</i>	Ivory Silk Japanese Tree Lilac	3a	6m (20')	5m (15')		X	X		X			X	X	40

<i>Picea glauca</i>	White Spruce	2a	13m (43')	6m (18')		X			X					50
<i>Picea pungens</i>	Colorado Spruce Blue Spruce	2a	19m (62')	8m (25')		X			X			X		80
<i>Pinus contorta</i> var. <i>latifolia</i>	Lodgepole Pine	1	25m (80')	8m (25')		X			X					99+
<i>Pinus sylvestris</i>	Scotch Pine	2b	18m (60')	8m (25')		X			X	X				80

Upright Conifer Trees for Winter Interest Located where Space Allows

Park and Nature Trees Located Away from Infrastructure

<i>Acer negundo</i>	Boxelder Maple	2a	15m (50')	10m (30')		X				X	X			50
<i>aesculus glabra</i>	Ohio Buckeye	2b	11m (35')	11m (35')			X	X						60
<i>Larix laricina</i>	Tamarack	2a	12m (40')	6m (18')	X						X		X	99+

<i>Larix siberica</i>	Siberian Larch	1b	25m (80')	5m (15')		X							X	70
<i>Quercus ellipsoidalis</i>	Northern Pin Oak	3a	15m (50')	15m (50')					X					99+
<i>Salix alba 'Siberica'</i>	White Willow	2b	25m (80')	10m (30')		X					X			60
<i>Salix pentandra</i>	Laurel Leaf Willow	2b	18m (60')	9m (30')		X					X			60
<i>Sorbus aucuparia 'Rossica'</i>	Russian Mountain Ash	2b	8m (25')	6m (18')		X	X						X	50
<i>Sorbus aucuparia 'Fastigiata'</i>	Pyramidal Mountain Ash	3a	8m (25')	3m (9')		X	X						X	50
<i>Sorbus decora</i>	Showy Mountain Ash	2a	8m (25')	6m (18')		X	X						X	40

Please note that the Preferred Species are tried-and-true suggestions. Other species and substitutions may be permitted on City property with permission from the City of Prince Albert Parks Division

*Elms are permitted in limited numbers in high visibility locations where they can be easily monitored for DED

Appendix "D" Basic Tree Risk Assessment Form

Client _____ Date _____ Time _____
 Address/Tree location _____ Tree no. _____ Sheet _____ of _____
 Tree species _____ dbh _____ Height _____ Crown spread dia. _____
 Assessor(s) _____ Tools used _____ Time frame _____

Target Assessment								
Target number	Target description	Target protection	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
			Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1								
2								
3								
4								

Site Factors

History of failures _____ Topography Flat Slope _____ % Aspect _____
 Site changes None Grade change Site clearing Changed soil hydrology Root cuts Describe _____
 Soil conditions Limited volume Saturated Shallow Compacted Pavement over roots _____ % Describe _____
 Prevailing wind direction _____ Common weather Strong winds Ice Snow Heavy rain Describe _____

Tree Health and Species Profile

Vigor Low Normal High Foliage None (seasonal) None (dead) Normal _____ % Chlorotic _____ % Necrotic _____ %
 Pests/Biotic _____ Abiotic _____
 Species failure profile Branches Trunk Roots Describe _____

Load Factors

Wind exposure Protected Partial Full Wind funneling _____ Relative crown size Small Medium Large
 Crown density Sparse Normal Dense Interior branches Few Normal Dense Vines/Mistletoe/Moss _____
 Recent or expected change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown <input type="checkbox"/> LCR _____ % Dead twigs/branches <input type="checkbox"/> _____ % overall Max. dia. _____ Broken/Hangers Number _____ Max. dia. _____ Over-extended branches <input type="checkbox"/> Pruning history Crown cleaned <input type="checkbox"/> Thinned <input type="checkbox"/> Raised <input type="checkbox"/> Reduced <input type="checkbox"/> Topped <input type="checkbox"/> Lion-tailed <input type="checkbox"/> Flush cuts <input type="checkbox"/> Other _____	Cracks <input type="checkbox"/> _____ Lightning damage <input type="checkbox"/> Codominant <input type="checkbox"/> _____ Included bark <input type="checkbox"/> Weak attachments <input type="checkbox"/> _____ Cavity/Nest hole _____ % circ. Previous branch failures <input type="checkbox"/> _____ Similar branches present <input type="checkbox"/> Dead/Missing bark <input type="checkbox"/> Cankers/Galls/Burls <input type="checkbox"/> Sapwood damage/decay <input type="checkbox"/> Conks <input type="checkbox"/> Heartwood decay <input type="checkbox"/> _____ Response growth _____
--	---

_____ Condition(s) of concern _____

Part Size _____ Fall Distance _____	Part Size _____ Fall Distance _____
Load on defect N/A <input type="checkbox"/> Minor <input type="checkbox"/> Moderate <input type="checkbox"/> Significant <input type="checkbox"/>	Load on defect N/A <input type="checkbox"/> Minor <input type="checkbox"/> Moderate <input type="checkbox"/> Significant <input type="checkbox"/>
Likelihood of failure Improbable <input type="checkbox"/> Possible <input type="checkbox"/> Probable <input type="checkbox"/> Imminent <input type="checkbox"/>	Likelihood of failure Improbable <input type="checkbox"/> Possible <input type="checkbox"/> Probable <input type="checkbox"/> Imminent <input type="checkbox"/>

— Trunk —

Dead/Missing bark <input type="checkbox"/> Abnormal bark texture/color <input type="checkbox"/> Codominant stems <input type="checkbox"/> Included bark <input type="checkbox"/> Cracks <input type="checkbox"/> Sapwood damage/decay <input type="checkbox"/> Cankers/Galls/Burls <input type="checkbox"/> Sap ooze <input type="checkbox"/> Lightning damage <input type="checkbox"/> Heartwood decay <input type="checkbox"/> Conks/Mushrooms <input type="checkbox"/> Cavity/Nest hole _____ % circ. Depth _____ Poor taper <input type="checkbox"/> Lean _____ ° Corrected? _____ Response growth _____ Condition(s) of concern _____	Collar buried/Not visible <input type="checkbox"/> Depth _____ Stem girdling <input type="checkbox"/> Dead <input type="checkbox"/> Decay <input type="checkbox"/> Conks/Mushrooms <input type="checkbox"/> Ooze <input type="checkbox"/> Cavity <input type="checkbox"/> _____ % circ. Cracks <input type="checkbox"/> Cut/Damaged roots <input type="checkbox"/> Distance from trunk _____ Root plate lifting <input type="checkbox"/> Soil weakness <input type="checkbox"/> Response growth _____ Condition(s) of concern _____
---	---

_____ Condition(s) of concern _____

Part Size _____ Fall Distance _____	Part Size _____ Fall Distance _____
Load on defect N/A <input type="checkbox"/> Minor <input type="checkbox"/> Moderate <input type="checkbox"/> Significant <input type="checkbox"/>	Load on defect N/A <input type="checkbox"/> Minor <input type="checkbox"/> Moderate <input type="checkbox"/> Significant <input type="checkbox"/>
Likelihood of failure Improbable <input type="checkbox"/> Possible <input type="checkbox"/> Probable <input type="checkbox"/> Imminent <input type="checkbox"/>	Likelihood of failure Improbable <input type="checkbox"/> Possible <input type="checkbox"/> Probable <input type="checkbox"/> Imminent <input type="checkbox"/>

Appendix “E” TREE REMOVAL LETTER

City of
Prince Albert

Date

Dear Resident:

Recently, the City of Prince Albert, Parks Department, performed an assessment of trees in your neighbourhood and determined that some of the trees should be removed. Located at your home are one or more such trees.

A Basic Tree Health and Risk Assessment was, completed using recommended standards as laid out by the International Society of Arboriculture (ISA). During our tree assessment, forestry staff completed a visual inspection to identify existing damage and potential risk. If the city tree in front of your property was identified as a candidate for removal a number of factors would have come in to play throughout the assessment to help identify it as such. .

To compensate for the removal of the tree(s), the City will be undertaking a program of reforestation next spring with trees of a suitable species.

Should there be questions or concerns regarding the process we would ask that you contact our Community Services Department at (306) 953-4800 where we can better direct your call.

Sincerely,

Parks Manager



Appendix "F" APPRAISAL WORKSHEETS

Appraisal Worksheet

(Taken from a form found in: *Guide for Plant Appraisal, 9th Edition*)

1. **Species** _____ Common name (*Scientific name*)
2. **Trunk diameter** _____ in. _____
(Measured at 54" above grade)
3. **Condition rating** _____ % _____
Based upon observations of the health and structure made on _____
4. **Location rating** _____ % _____
Based upon site rating of ____%, contribution rating of ____% and placement rating of ____%.
5. **Species rating** _____ % _____
Based on _____ (regional guidelines) _____
6. **Replacement tree size** _____ sq. in. _____
Based on _____ (regional guidelines) _____
7. **Replacement tree cost** _____ \$ _____
8. **Installation cost** _____ \$ _____
9. **Installed cost** _____ \$ _____
Based on _____ (regional guidelines) _____
10. **Unit tree cost** _____ \$ _____
Based on _____ (regional guidelines) _____
11. **Appraised trunk area** _____ sq. in. _____
12. **Appraised trunk area increase** (over replacement tree) _____ sq. in. _____
(Line 11 – Line 6)
13. **Basic tree cost** _____ \$ _____
(Line 12 x Line 10 + Line 8)
14. **Appraised value** _____ \$ _____
(Line 13 x Line 3 x Line 4 x Line 5, rounded to the nearest \$50.00)

CTLA Tree and Landscape Appraisal

(Draft 10th Edition)

Appraisal Worksheet: Cost approach. Reproduction method. Trunk formula technique

1. **Species** _____ Common name (*Scientific name*)

2. **Trunk diameter** _____ in. _____
(Measured at 54" above grade)

3. **Condition rating** _____ % _____
Based upon observations of the health and structure made on

4. **Functional limitations rating** _____ % _____

5. **External limitations rating** _____ % _____

6. **Replacement tree size** _____ sq. in. _____
Based on _____ (regional guidelines) _____

7. **Replacement tree cost** _____ \$ _____

8. **Installation cost** _____ \$ _____

9. **Unit tree cost** _____ \$ _____
Based on _____ (regional guidelines) _____

10. **Appraised trunk area** _____ sq. in. _____
Trunk area = (line 2)² x 0.7854

11. **Appraised trunk area increase** (over replacement tree) _____ sq. in. _____
(Line 11 – Line 6)

12. **Basic tree cost** _____ \$ _____
(Line 12 x Line 10 + Line 8)

13. **Estimated depreciated reproduction cost** _____ \$ _____
(Line 12 x Line 3 x Line 4 x Line 5, rounded to the nearest \$50.00)

GUIDELINES FOR EVALUATION OF TREES

Applied only to Single-Stemmed trees

1. Basic Value Data

- a. The basic unit value of all shade and other ornamental trees is \$71.94 per square inch unit of trunk cross sections at 4 feet above the ground (dbh) or \$11.01 per square centimetre at 1.2 m.
- b. Different species of trees have different values. They are expressed as a percentage of the basic unit value (See 1 (a)).
- c. This expressed percentage is called Class %. The different class percentages are listed here under.

2. Tree Species Ratings for the City of Prince Albert

BOTANICAL NAME	COMMON NAME
Class 1 – 110% (Special Class)	
<i>Picea pungens</i> ‘Koster’	Kosters Blue Spruce
<i>Picea</i> spp. (Specialties)	All grafted types of Spruce
<i>Pinus</i> spp. (Specialties)	All grafted types of Pines
<i>Quercus</i> spp.	Oak species
Class 2 – 100%	
<i>Abies</i> spp.	All Firs
<i>Aesculus glabra</i>	Ohio buckeye
<i>Aesculus hippocastanum</i>	Chestnut/Horse Chestnut
<i>Elaeagnus angustifolia</i>	Russian olive
<i>Betula pendula gracilis</i>	Weeping birch
<i>Fraxinus selections</i>	Patmore/Summit/Fallgold/Manchurian
<i>Larix sibirica</i>	Siberian Larch
<i>Larix</i> spp.	Larch Species
<i>Picea</i> spp.	All types of Spruce
<i>Pinus</i> spp.	All types of Pines
<i>Populus tremula</i> ‘Erecta’	Swedish Columnar Aspen
<i>Pseudotsuga menziesii</i>	Douglas fir
<i>Syringa reticulata</i>	Japanese lilac tree
<i>Tilia americana</i>	American basswood
<i>Tilia cordata</i>	Little Linden Leaf, Lime (Hybrids)
<i>Ulmus americana</i> ‘Brandon’	American elm “Brandon”
<i>Ulmus americana</i>	American elm

BOTANICAL NAME	COMMON NAME
Class 3 – 80%	
<i>Acer ginnala</i>	Amur maple
<i>Acer saccharinum</i>	Silver maple
<i>Betula</i> spp.	All other types of Birch
<i>Crataegus</i> spp.	Hawthorns
<i>Fraxinus</i> spp.	Common Green Ash & Black Ash
<i>Juniperus scopulorum</i>	Rocky Mountain Juniper & Cultivars
<i>Malus baccata</i>	Siberian flowering crab
<i>Malus</i> “Rosybloom Hybrids”	Rosybloom Crabs
<i>Malus</i> spp. Hybrids	Hybrid Apple/Crab
<i>Populus x canescens</i> ‘Tower’	Tower Poplar
<i>Populus x jackii</i> ‘Northwest’	Northwest poplar – cultivar
<i>Prunus padus commutata</i>	Mayday tree
<i>Prunus</i> spp.	Plums and Cherries
<i>Prunus</i> spp. Hybrids	Hybrid Cherries & plums
<i>Pyrus ussuriensis</i>	Ussurian Pear
<i>Sorbus</i> spp.	Mountain Ash Species
Class 4 – 60%	
<i>Acer negundo</i> (upright var. or form)	Manitoba maple (specialty upright forms)
<i>Alnus</i> spp.	Alder
<i>Caragana arborescens</i>	Standard Pea tree
<i>Caragana arborescens</i> vars.	Standard Pea tree – forms
<i>Populus</i> Hybrids	Hybrid Poplars
<i>Salix acutifolia</i>	Sharp leaf willow <i>Salix</i>
<i>pentandra</i>	Laurel leaved willow
<i>Ulmus pumila</i>	Siberian/Manchurian elm
Class 5 – 40%	
<i>Acer negundo</i>	Manitoba maple <i>Populus</i>
X ‘Brooks #6’	Brooks #6 Poplar
<i>Populus</i> X ‘Griffin’	Griffin Poplar (Non-fluff)
<i>Populus</i> spp.	Native poplars
<i>Salix</i> spp.	Native Willows

3. Method of Determining Value

- Determine Class % to which species belongs, e.g. Spruce – Class 2 – 100% and has a diameter of 4” (this gives the spruce a basic value of \$71.94 per square inch).
- Determine area of cross section at 4.0 feet (1.2 m) above ground in square inches. For example the dbh (diameter at breast height) is 4 in. equals 12.57 sq. inches of area.

c. Determine condition of tree. An Urban Forester from City Operations Department, appraise the condition on the following scale carries out this evaluation.

Condition:

Tree's Condition:	Percent:
1. Perfect tree or specimen quality	100%
2. Excellent tree	90%
3. Very Good tree	80%
4. Above Average tree	70%
5. Good or Average tree	60%
6. Below Average tree	50%
7. Fair tree	40%
8. Poor tree	30%
9. Very poor tree	20%

The Location of a tree is considered during the tree's Condition calculation. Location can influence the Condition calculation as a 10% premium or a 10% penalty.

Using the above data the value of trees may be calculated as:

- In this example, a 4" diameter the area of cross section is 12.57 in²
- The basic unit value or \$71.94 per inch²
- The Class % is Class 2 or 100%. Therefore:\$ 904.02
- 12.57 inch² x \$71.94 = \$904.02. Therefore, the Basic Value of Tree = \$ 904
- This figure is then multiplied by the Condition % (Say 80%) \$ 904.02 x 80% condition is \$ 723.22
- Therefore, the value of this example Spruce with dbh of 4" in is \$ 723 22 (round to nearest dollar)

OR

- In this example, 10 cm diameter, the area of the
- 78.54 cm² x \$11.01 x 100% = \$ 864.72. Therefore, the Basic Value of a Tree = \$865
- This figure is then multiplied by the Condition % (Say 80%) \$864.72 x 80% condition is \$ 691.78.
- Therefore, the value of this example Spruce with dbh of 10 cm is \$692. (round to nearest dollar)

d. Examples of determining tree value are outlined in the table below

*Species % Varieties	Diameter of trunk	Cross Section	Class and %	Basic Value in \$'s (approx.)	Condition %	Rounded Value (\$'s)
OAK	4"	12.57 in ²	1-110%	\$ 994	80%	\$ 796
SPRUCE	8"	50.27 in ²	2-100%	\$ 3616	70%	\$ 2531
ELM	10 cm	78.54 cm ²	2-100%	\$ 865	80%	\$ 692
Green ASH	20 cm	314.16 cm ²	3-80%	\$ 2767	50%	\$ 1729



RPT 22-264

TITLE: 2022 Base Tax Abatement on Unserviced Land

DATE: June 20, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That:

1. The Snow Management and Roadways Special Tax portions of the 2022 taxes on the properties listed in this report, for a total of \$5,818.00, be abated due to being unserviced and vacant property, and;
2. The Snow Management and Roadways Special Tax portions of the 2022 taxes on the airport parking properties listed in this report, for a total of \$1,250.00, be abated due to being unserviced and with development limited to temporary structures.

TOPIC & PURPOSE:

Requesting that an abatement be approved for the Snow Management Special Tax and the Roadways Special Tax ("Special Tax") portion of the 2022 taxes on unserviced properties.

BACKGROUND:

With the establishment of Minimum Tax and the Base Tax rates, Council has approved previous recommendations to refund the Special Tax portion of current year taxes on specific properties due to the fact that they are vacant and unserviced.

PROPOSED APPROACH AND RATIONALE:

The Special Tax is a tax dedicated to specific projects that Council has deemed to be shared among all assessed owners.

Although the topic of taxation levels for unserviced property and airport parking stalls are similar, each circumstance is discussed separately below.

1. Unserviced & Vacant Properties

The Special Tax is a tax tool Council has implemented to fund a snow and roadway program rather than increasing the municipal mill rate to generate this revenue. These identified properties do not have physical roads and are currently unserviceable for water and sewer.

This recommendation is consistent with Council's treatment of these lots in previous years which were approved for abatements for the years 2015 to 2021 inclusive.

The tax impact of the recommendation for vacant and unserviceable and land is tabled below:

Zoning	Roll Number	2022 Levy	Recommended Tax Refund	Proposed 2022 Levy
M1	203006330	\$ 2,656.00	\$ 625.00	\$ 2,031.00
M1	203008210	\$ 2,620.27	\$ 625.00	\$ 1,995.27
M1	203006510	\$ 2,756.05	\$ 625.00	\$ 2,131.05
M1	203006610	\$ 2,455.96	\$ 625.00	\$ 1,830.96
M1	203008050	\$ 2,434.51	\$ 625.00	\$ 1,809.51
M1	203007110	\$ 10,660.49	\$ 950.00	\$ 9,710.49
R3	120001910	\$ 1,162.12	\$ 249.00	\$ 913.12
FUD	122005400	\$ 4,812.51	\$ 249.00	\$ 4,563.51
FUD	122027600	\$ 1,096.72	\$ 249.00	\$ 847.72
FUD	142012810	\$ 1,356.92	\$ 249.00	\$ 1,107.92
CR1	020010730	\$ 1,262.99	\$ 249.00	\$ 1,013.99
CR1	020010680	\$ 1,210.32	\$ 249.00	\$ 961.32
CR2	010006420	\$ 1,220.41	\$ 249.00	\$ 971.41
		TOTAL:	\$ 5,818.00	

Administration reviews each property annually and also responds to ratepayer inquiries with regard to the conditions under which properties are brought before Council for vacant and unserviceable abatement consideration.

2. Airport Parking Stalls

The City of Prince Albert owns airport land and enters into monthly and annual aircraft parking agreements where owners park their aircraft. The occupants of the following identified aircraft parking stalls have aircraft shelters that are very similar to open end tent garages and quonsets. Administration recommends that the Special Tax be abated for the affected properties.

This recommendation will recognize that aircraft parking agreements involve unserviced municipal land with temporary building structures.

The tax impact of the recommendation for airport land is tabled below:

Roll Number	Address	Lot	2022 Tax Levy	Recommended Tax Refund	Proposed 2021 Tax
045018810	Airport Parking	Stall 7	\$ 986.95	\$ 625.00	\$ 361.95
045018830	Airport	N/A	\$ 995.85	\$ 625.00	\$ 370.85
TOTAL:				\$ 1,250.00	

CONSULTATIONS:

Assessment provides a list of properties that are undeveloped and unserviced in the City. That information is combined into this annual report which streamlines the approval process and reduces the number of reports to Council.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Financial Services Department will send notifications to all affected properties to advise them of the decision made by Council.

POLICY IMPLICATIONS:

Policy & Procedure for Applications for Tax Relief, Policy No. 51.

FINANCIAL IMPLICATIONS:

The City has a 2022 budget for miscellaneous refunds of taxes due to causes that are discretionary to Council. The approval of the abatement recommendation total amount of \$7,068.00 can be accommodated within this limit.

Ministry of Education and Separate School Board approval is not required as special tax and/or minimum tax abatements do not impact the amount collected for education property taxes.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

Fiscal Management and Accountability.

PUBLIC NOTICE:

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

PRESENTATION: NONE**ATTACHMENTS: NONE**

Written by: Milan Walters, Chief Clerk

Approved by: Acting Director of Financial Services & City Manager

TITLE: 2022 Care Home Abatements

DATE: June 16, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the municipal property tax abatement for fifteen (15) Personal Care Homes in the amount of \$12,307.72, be approved.
2. That the education property tax abatement portion for fifteen (15) Personal Care Homes be based on approval from the Saskatchewan Ministry of Government Relations, if required, and the Prince Albert Catholic Separate School Division.

TOPIC & PURPOSE:

To provide the recommendation to abate a portion of the municipal tax levy for the businesses that operate as Care Homes. The abatement is the difference between the residential and commercial municipal tax levy.

For 2022, the abatement will provide businesses that operate as Care Homes a lower municipal tax levy to offset the provincial percentage of value from Commercial at 85% versus Residential at 80%. The total municipal amount for the 15 Care Homes for 2022 is \$12,307.72.

BACKGROUND:

In 2017, it was discovered that businesses operating as Personal Care Homes in Prince Albert that were previously taxed as residential property were moved to the Commercial Class. The Commercial property classification has been supported through the appeal process at the Board of Revision for the City of Prince Albert and at the Saskatchewan Municipal Board within the province.

In 2018, the City established a new sub-class for care homes and the municipal tax levy was set to the equivalent of the residential class municipal tax levy. Base taxes were also adjusted to the equivalent to residential property. The proposed abatement is to offset the difference in the provincial percentage of value between commercial and residential. At that time the difference was 100% for commercial and 80% for residential.

In 2021, the Province of Saskatchewan changed the percentage of value for Commercial property from 100% taxable to 85% taxable.

PROPOSED APPROACH AND RATIONALE:

The abatement for the 15 businesses operating as Care Homes was determined by taking the current calculated municipal levy, which uses the commercial percentage of value of 85%, and then recalculating using the residential percentage of value of 80%. The abatement is the calculated difference of \$12,307.72.

In 2021, the Province of Saskatchewan changed the percentage of value for Commercial property from 100% taxable to 85% taxable. Therefore, the total abatement amount for 2022 has decreased in comparison to prior years.

The abatement amount does not include Public School or Separate School property tax. Since the City of Prince Albert does not have the authority to abate school taxes, the amounts to offset the provincial percentage of value from Commercial at 85% to Residential at 80% would require approval from the school divisions. A request will be submitted for approval and the property owner will be notified upon approval being received.

CONSULTATIONS:

In 2019, the Care Home Tax Tool Options report (Report 19-206) was brought forward to the Executive Committee meeting on May 27, 2019. At that meeting it was recommended that Care Homes receive an abatement for the percentage difference between the commercial and residential rates based on the percentage of value.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Financial Services Department will send a letter to all the Care Home property owners advising them of the abatement amount. Correspondence will be sent to School Divisions for approval on education taxes.

FINANCIAL IMPLICATIONS:

These properties were included in the 2022 budgeted amount for abatements based on the previous years' approval amounts.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy or privacy implications or official community plan.

STRATEGIC PLAN:

Fiscal Management and Accountability.

OPTIONS TO RECOMMENDATION:

An alternative to the recommendation would be for the abatement to be offered through an application process. This process would be consistent with other tax relief provided by the City such as Policy 51 *The Policy and Procedure for Applications for Tax Relief* (attached). Policy 51 provides relief based on the social benefit an organization provides and requires such an organization to apply to the City and submit information supporting their request. This information includes items such as governance structure, organization objectives, financial statements, statistics illustrating the benefits to the community, etc. The Care Homes would likely not qualify under Policy 51 as they do not meet all of the requirements. Specifically, not all Care Homes are structured as non-profit or equivalent entities.

Requiring the Care Home abatement to go through an approval process would assist in understanding what financial strains exist to the businesses in order to further support the tax relief provided. However, such an approval process would require additional administrative time to create a policy and review applications.

PUBLIC NOTICE:

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

PRESENTATION: NONE**ATTACHMENTS:**

1. 2022 Res vs. Comm Care Home Totals
2. Report 19-206
3. Policy No. 51

Written by: Milan Walters, Chief Clerk

Approved by: Acting Director of Financial Services & City Manager

2022 Care Home Abatements

Roll	Assessed Value	85% TAXABLE VALUE	80% ASSESSED VALUE
201013961	\$ 1,445,800.00	\$ 1,228,930.00	\$ 1,156,640.00
220004800	\$ 6,874,700.00	\$ 5,843,495.00	\$ 5,499,760.00
240010400	\$ 7,050,100.00	\$ 5,992,585.00	\$ 5,640,080.00
120006020	\$ 2,408,600.00	\$ 2,047,310.00	\$ 1,926,880.00
201007680	\$ 570,100.00	\$ 484,585.00	\$ 456,080.00
260000080	\$ 1,713,300.00	\$ 1,456,305.00	\$ 1,370,640.00
240005600	\$ 773,100.00	\$ 657,135.00	\$ 618,480.00
201006740	\$ 486,500.00	\$ 413,525.00	\$ 389,200.00
222011220	\$ 199,300.00	\$ 169,405.00	\$ 159,440.00
101008750	\$ 195,400.00	\$ 166,090.00	\$ 156,320.00
120002050	\$ 69,200.00	\$ 58,820.00	\$ 55,360.00
120004110	\$ 62,300.00	\$ 52,955.00	\$ 49,840.00
260002940	\$ 143,600.00	\$ 122,060.00	\$ 114,880.00
201007690	\$ 207,500.00	\$ 176,375.00	\$ 166,000.00
120003550	\$ 222,200.00	\$ 188,870.00	\$ 177,760.00
	\$ 22,421,700.00	\$ 19,058,445.00	\$ 17,937,360.00

MUNICIPAL LEVY		
85% MUNI	80% MUNI	DIFFERENCE
\$ 12,184.47	\$ 11,467.74	\$ 716.73
\$ 57,936.50	\$ 54,528.47	\$ 3,408.03
\$ 59,414.68	\$ 55,919.70	\$ 3,494.98
\$ 20,298.46	\$ 19,104.44	\$ 1,194.03
\$ 4,804.51	\$ 4,521.90	\$ 282.62
\$ 14,438.83	\$ 13,589.48	\$ 849.34
\$ 6,515.30	\$ 6,132.04	\$ 383.25
\$ 4,099.98	\$ 3,858.80	\$ 241.18
\$ 1,679.60	\$ 1,580.80	\$ 98.80
\$ 1,646.73	\$ 1,549.87	\$ 96.87
\$ 583.18	\$ 548.88	\$ 34.30
\$ 525.03	\$ 494.15	\$ 30.88
\$ 1,210.19	\$ 1,139.00	\$ 71.19
\$ 1,748.71	\$ 1,645.84	\$ 102.87
\$ 1,872.59	\$ 1,762.44	\$ 110.15
		\$ 11,115.22

LIBRARY		
85% LIB	80% LIB	DIFFERENCE
\$ 765.38	\$ 720.36	\$ 45.02
\$ 3,639.33	\$ 3,425.25	\$ 214.08
\$ 3,732.18	\$ 3,512.64	\$ 219.54
\$ 1,275.06	\$ 1,200.06	\$ 75.00
\$ 301.80	\$ 284.05	\$ 17.75
\$ 906.99	\$ 853.63	\$ 53.35
\$ 409.26	\$ 385.19	\$ 24.07
\$ 257.54	\$ 242.39	\$ 15.15
\$ 105.51	\$ 99.30	\$ 6.21
\$ 103.44	\$ 97.36	\$ 6.08
\$ 36.63	\$ 34.48	\$ 2.15
\$ 32.98	\$ 31.04	\$ 1.94
\$ 76.02	\$ 71.55	\$ 4.47
\$ 109.85	\$ 103.38	\$ 6.46
\$ 117.63	\$ 110.71	\$ 6.92
		\$ 698.21

CIVIC FACILITIES		
85% DEBT	80% DEBT	DIFFERENCE
\$ 541.84	\$ 509.96	\$ 31.87
\$ 2,576.40	\$ 2,424.84	\$ 151.55
\$ 2,642.13	\$ 2,486.71	\$ 155.42
\$ 902.66	\$ 849.56	\$ 53.10
\$ 213.65	\$ 201.09	\$ 12.57
\$ 642.08	\$ 604.32	\$ 37.77
\$ 289.73	\$ 272.69	\$ 17.04
\$ 182.32	\$ 171.60	\$ 10.72
\$ 74.69	\$ 70.30	\$ 4.39
\$ 73.23	\$ 68.92	\$ 4.31
\$ 25.93	\$ 24.41	\$ 1.53
\$ 23.35	\$ 21.97	\$ 1.37
\$ 53.82	\$ 50.65	\$ 3.17
\$ 77.76	\$ 73.19	\$ 4.57
\$ 83.27	\$ 78.37	\$ 4.90
		\$ 494.29

Total Abatement
\$ 793.63
\$ 3,773.66
\$ 3,869.94
\$ 1,322.13
\$ 312.94
\$ 940.46
\$ 424.37
\$ 267.05
\$ 109.40
\$ 107.26
\$ 37.99
\$ 34.20
\$ 78.82
\$ 113.90
\$ 157.16

TOTAL ABATEMENT:	\$ 12,307.72
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RPT 19-206

TITLE: Care Homes Tax Tools Options

DATE: May 21, 2019

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That this report be received and filed.

TOPIC & PURPOSE:

Motion at the April 16, 2018 Council meeting resolution #0185 states:

“4. That Administration provide a report identifying a formula and viable options for taxing Personal Care Homes to City Council for consideration by December 31, 2018. “

It is requested that no further changes be made to the property tax bylaws for the commercial sub-class for care homes.

PROPOSED APPROACH AND RATIONALE:

Although no change is recommended to tax tools for businesses that operate as care homes, a request for an abatement will be brought to Council, similar to the abatement calculation approved in 2018.

Property Tax Tools are limited to the rules and regulations of The Cities Act. The limitation of these tools make it impossible to establish a mill rate equivalent to residential under the commercial classification without effecting other tax tool levies.

Assessment has been reviewing commercial properties to update and apply proper assessment values. Assessed values will change for the provincial revaluation year 2021 so information gathered must be submitted by the end of 2019. The effect of the revaluation on commercial properties will be reviewed prior to property tax bylaws being proposed and care home properties will be reviewed at the same time.

Previous to 2019

It was discovered in 2017 that businesses that operate as care homes were incorrectly classified as residential properties. Businesses that operate as care homes were then moved to the commercial classification.

Subsequently, Council approved a sub-class for care homes under commercial with the mill rate factor equivalent to residential. However, the percentage of value set by the province for commercial property is 100% applied to the assessed value and residential properties at 80% of assessed value of the property.

In 2018 Council approved an abatement of municipal taxes and levies of \$39,407.53 for the 20% difference to care homes including the library and civic facilities levy (\$4,012.63). A request for abatement will be submitted to Council for the 20% difference to businesses that operate as care homes for 2019. Based on the same properties the abatement is estimated at \$41,000.

Commercial Classification Justification

According to the *The Cities Act*, care homes that operate as businesses are classed as commercial properties. Section 2 (1)(b) defines business as follows:

(b) “business” means any of the following activities, whether or not for profit and however organized or formed:

- (i) a commercial, merchandising or industrial activity or undertaking;*
- (ii) the carrying on of a profession, trade, occupation, calling or employment;*
- (iii) an activity providing goods or services;*

The Residential Tenancies Act also does not apply to businesses that operate as care homes (per Section 5 (a) and (d)(ii)).

The Personal Care Homes Regulations also sets these homes apart from typical residential property. The requirements include specific licensing.

The Saskatchewan Government website identifies these properties as privately owned and operated businesses and as private businesses, personal care homes set their own fees.

CONSULTATIONS:

Discussion with City Manager, Assessment and property taxation employees.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Executive Council’s decision will be communicated to owners of care homes in Prince Albert.

STRATEGIC PLAN:

Fiscal management and responsibility.

PUBLIC NOTICE:

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

Written by: Cheryl Tkachuk, Director of Financial Services

Approved by: Jim Toye, City Manager

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

1. POLICY

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

2. PURPOSE

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

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

3. SCOPE

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

4. RESPONSIBILITY

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

5. DEFINITIONS

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

City of Prince Albert Statement of POLICY and PROCEDURE			
Department:	Financial Services	Policy No.	51
Section:	Assessment & Taxation	Issued:	December 18, 2006
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Approved by:	Joe Day, Director of Financial Services	Procedure Amendment:	

6. REFERENCES & RELATED STATEMENTS OF POLICY & PROCEDURE

6.01 The particular Sections of the Cities Act that a request for tax relief must be processed under are:

- 244 – Cancellation, reduction, refund or deferral of taxes, or
- 262 – Exemptions from taxation
- 263 – Exempt property and other taxing authorities
- 101(1)(h) – Council’s Authority

7. PROCEDURE

7.01 Application Deadlines

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

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

7.02 Corporate Status

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

7.03 Financial Statements

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

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

7.04 Budget

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

7.05 Approvals, Licences & Certificates

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

7.06 General Information

The applicant must provide a summary of the organization including:

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

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

7.07 At a minimum any applicant seeking an exemption would be required to:

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

TITLE: 2022 Request for Tax Relief

DATE: June 21, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the tax abatement of \$2,744.00, for the portion of the 2022 taxes attributable to the Prince Albert Roman Catholic School Division No. 6 for the Catholic Family Services of Prince Albert Inc. property located at 1008 – 1st Avenue West, be approved.
2. That the tax abatement of \$8,697.02 for the Prince Albert Society for the Prevention of Cruelty to Animals for the property located at 1125 North Industrial Drive, be approved.

TOPIC & PURPOSE:

Request that approval be given for the tax abatement for the two mentioned properties in the report for a total of \$11,441.02.

BACKGROUND:

The recommendation for tax relief is based on the formula Council approved in 2011 for the difference between commercial property tax and two (2) times residential property tax.

The Cities Act requires Council approval for tax abatements.

1. Catholic Family Services
 - a) Catholic Family Services of Prince Albert Inc. is a non-profit charitable organization, operating under a volunteer Board of Directors. The organization has received tax relief for the past seven years.
 - b) The abatement amount of \$2,744.00 is the full portion of the 2022 taxes attributable to the Prince Albert Roman Catholic School Division No. 6.

2. Prince Albert Society for the Prevention of Cruelty to Animals (SPCA)

- a) Administration considers the objective of the SPCA to be a benefit to the citizens of Prince Albert, however, they have a service agreement to provide the City with humane and safe treatment and shelter to animals. Because of the contractual arrangement to provide animal welfare services, the net benefit is indirect rather than direct. At this time, the SPCA merits Council's consideration in its tax relief request for the Shelter building and related land only.
- b) Administration recommends Council approve tax relief for the shelter building and related land only. Other SPCA operations openly compete with other commercial and retail operations in the City. For that reason, Administration does not believe that there should be a tax relief on these areas.
- c) In summary, Administration's review of this organization meets the requirements of the Tax Relief Policy in part. Consistent with past practice for this property, tax relief is calculated as the amount required to bring taxes to a level which represents twice what the taxes would be if the property were taxed residentially.

<u>2022 Taxes</u>	<u>Taxes at 2x Resi</u>	<u>Abatement Total</u>
\$23,691.32	\$14,994.30	\$8,697.02

PROPOSED APPROACH AND RATIONALE:

The City of Prince Albert has a statement of Policy and Procedure for Applications for Tax Relief. This policy provides qualifying criteria when evaluating applications.

The qualifying criteria includes:

- Is the applicant registered as a non-profit or acceptable equivalent?
- Does the applicant organization have objectives of enhancing health, safety or welfare of the citizens of Prince Albert?
- Is the property owned and occupied by the organization?
- Are the taxes more than 5% of the total expense?
- Is the organization dependent largely on fundraising? With less than 50% of revenue coming from government support or sales of product or services?
- Do salaries, wages and benefits make up less than 50% of the expenditures?

CONSULTATIONS:

The listed abatements are reviewed by the Finance Manager and Director of Financial Services to determine if the application meets all requirements. This initial review is conducted to ensure the requirements approved by Council have been met. This process streamlines the approval process and reduces the number of reports to Council.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Financial Services Department will notify all parties on the amount of tax relief that was approved.

POLICY IMPLICATIONS:

1. Policy and Procedure for Application for Tax Relief, Policy No. 51
2. *The Cities Act.*

FINANCIAL IMPLICATIONS:

The financial implications to the City is \$10,245.94. The total amount of the proposed abatement is \$13,417.31. Of this total, \$10,245.94 makes up the municipal portion, \$340.12 is the Public School share and \$2,831.25 is the Separate School Board share.

The municipal portion of this abatement in the amount of \$10,245.94 can be accommodated through the tax refund and abatement account that has been budgeted for 2022.

OTHER CONSIDERATIONS/IMPLICATIONS:

There is no privacy implications, Strategic Plan or Official Community Plan.

OPTIONS TO RECOMMENDATION:

1. Approve abatements in the amounts other than those listed in this report. This is not recommended as it is contrary to previous year processes.
2. Approve abatements for some, but not all, of the properties listed. This option is not recommended as it could result in similar properties being treated differently.
3. Do not approve any abatement amounts. This option is not recommended as this would be contrary to the City's Tax Relief policy to provide tax relief based on the social benefit that the organization provides.

PUBLIC NOTICE:

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

PRESENTATION: NONE**ATTACHMENTS: NONE**

Written by: Milan Walters, Chief Clerk

Approved by: Acting Director of Financial Services & City Manager



RPT 22-271

TITLE: PADBID Reserve Fund – Security in PADBID Region

DATE: June 27, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the Prince Albert Downtown Business Improvement District (PADBID) be authorized to utilize \$ 33,601.92, from the PADBID Reserve in order to contract security services, a 3 month term project.

TOPIC & PURPOSE:

The purpose of this report is to review the utilization of funds to assist the PADBID in their mission to facilitate the continuing development of a prosperous downtown by contracting a security company for 3 months.

BACKGROUND:

The businesses encompassing the Prince Albert Downtown Business Improvement District have seen an increase in crime in the area. PADBID through their board, have approved a motion to allocate funds from the Downtown Business Improvement Reserve to fund a pilot project to hire security for a 3 month period.

PROPOSED APPROACH AND RATIONALE:

The Downtown Improvement Reserve Policy was established to fund a reserve that is to be used exclusively for the PADBID District for projects or programs as approved by City Council.

Section 7 of the Policy outlines the process in order to access reserve funding as follows:

Step one: The Executive Director of the Prince Albert Downtown Business Improvement District will discuss proposed project with the Director of Planning and Development Services for a preliminary review.

Step two: The Executive Director of the Prince Albert Downtown Business Improvement District will provide a signed motion from the Board describing the request to use the Downtown Improvement Reserve.

Step three: The Directors of Financial Services and Planning and Development Services will review the project funding request for completeness and ensure all criteria are met. Page 4 of 4

Step four: The Directors of Financial Services and Planning and Development Services may forward the project to the Planning Advisory Committee or the Community Services Advisory Committee for preliminary review and consideration.

Step five: The Directors of Financial Services and Planning and Development Services will forward the request to City Council for their consideration.

Step six: The Director of Financial Services will forward communication to the Prince Albert Downtown Business Improvement District, informing them of Council's decision.

Steps one through three have all been completed to date. Step 4 was not completed due to time constraints. Proceeding as requested by PADBID.

The fifth step requires City Council approval.

CONSULTATIONS:

The Executive Director of the Prince Albert Downtown Business Improvement District discussed the proposed use with the Director of Planning and Development Services. The Prince Albert Downtown Business Improvement District has supplied a signed motion from the Board describing the request. The Director of Planning and Development Services has reviewed the project, and supports it as presented.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Department of Planning and Development Services will reach out to the PADBID Executive Director to inform them of Council's decision.

POLICY IMPLICATIONS:

The project follows the Downtown improvement Reserve Policy as approved in December 2018.

PRIVACY IMPLICATIONS:

The project follows the Downtown improvement Reserve Policy as approved in December 2018.

FINANCIAL IMPLICATIONS:

The current amount in PADBID Reserve is \$ 100,261.22. After the \$ 33,601.22 is spent the remaining amount would be equal to \$ 66,660.00.

STRATEGIC PLAN:

For the City to deliver the highest value of services, we must ensure that the core of the city is safe for the business owners and their patrons. In this case the goal is create a safer downtown that is inviting to everyone who choose to shop, eat and enjoy the downtown. By allowing these funds to be administered to PADBID it aligns with the cities Strategic goals,

“Fiscal Management and Accountability”

“Active and caring community”

OFFICIAL COMMUNITY PLAN:

Similarly to the Strategic Plan above, we must ensure we are keeping our communities and business districts safe, active and caring. Under section 6.9.2 of The Official Community Plan the goal is to “enhance and improve the role of Central Avenue as Prince Albert’s main street.” As well as the goal to “Continue to promote the Downtown as a potential tourism destination area and accommodate future tourism opportunities.” These two goals align the report with the objectives in The Official Community Plan.

OPTIONS TO RECOMMENDATION:

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

PUBLIC NOTICE:

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

ATTACHMENTS:

1. PADBID - Motion for Security Services
2. Policy No. 95 - PADBID Improvement Reserve Policy

Written by: Nicholas Thomas, Economic Development Coordinator

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

Motion for Security Services
PADBID Board

June 16, 2022

Prince Albert Security Services has a quote for \$33,601.92 for a three-month, 5 day a week, 2-person quote for providing security for the PADBID region.

Executive Directors are recommending that the funds for this pilot project be drawn from the PADBID operating reserves.

Motion accepted.



Rhonda Trusty
Executive Director



Stacy Coburn
Chairperson

June 22, 2022.



Statement of Policy and Procedure			
Department:	Financial Services	Policy No.	95
Section:	Financial Services	Issued:	December 10, 2018
Subject:	Downtown Improvement Reserve Policy	Effective:	December 10, 2018
Council Resolution # and Date:	Council Resolution No. 0528 of December 10, 2018		
		Replaces:	
Issued by:	Cheryl Tkachuk, Director of Financial Services	Dated:	
Approved by:	Cheryl Tkachuk, Director of Financial Services		

1 POLICY

- 1.01 The Prince Albert Downtown Business Improvement District shall exclusively use the Downtown Improvement Reserve as a source of funding for projects or programs as approved by City Council.
- 1.02 An annual amount of \$40,000 shall be allocated to the Downtown Improvement Reserve.

2 PURPOSE

- 2.01 The Downtown Improvement Reserve Policy is:
- a) to establish a reserve that is used exclusively for the Prince Albert Downtown Business Improvement District for projects or programs as approved by City Council; and,
 - b) to assist the Prince Albert Downtown Business Improvement District in their mission to facilitate the continuing development of a vibrant and prosperous downtown.

3 SCOPE

- 3.01 That the Downtown Improvement Reserve be available to the Prince Albert Downtown Business Improvement District exclusively for projects or programs as approved by City Council.

4 RESPONSIBILITY

- 4.01 The Director of Financial Services or his/her designate is responsible to:
- a) ensure compliance with the policy;
 - b) maintain the reserve at a positive balance;
 - c) assess reserve needs during annual budget deliberation;
 - d) assess effectiveness of the policy and associated Prince Albert Downtown Business Improvement District projects or programs;
 - e) bring forward amendments of the policy to City Council for consideration.
 - f) direct an annual amount of \$40,000 from general revenue to the reserve as approved during budget deliberations; and,
 - g) distribute funds as approved by City Council.
- 4.02 The Director of Planning and Development services or his/her designate is responsible for:
- a) Provide advice and recommendations on proposed projects and programs;
 - b) Liaise between the Business Improvement District and City of Prince Albert;
 - c) Bring forward final project requests to City Council for consideration;
- 4.03 The Planning Advisory Committee and Community Services Advisory Committee is responsible for:
- a) Preliminary review and consideration of proposed projects and programs;
 - b) Provide recommendations to City Council on proposed projects and programs;

4.04 City Council is responsible to:

- a) consider recommended amendments of the policy;
- b) consider recommended projects or programs; and,
- c) consider funding of the reserve during budget deliberation.

5 DEFINITIONS

5.01 "Prince Albert Downtown Business Improvement District" is the municipal corporation established pursuant to *The Cities Act*. The boundaries of the business improvement district are defined in the City of Prince Albert BYLAW NO. 4 OF 2005.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

6.01 City of Prince Albert, Bylaw No. 4 of 2005, Establishes a Downtown Improvement District

6.02 City of Prince Albert, Bylaw No. 20 of 2018, Downtown Business Improvement District Levy.

6.03 Official Community Plan, Bylaw No. 21 of 2015

7 PROCEDURE

7.01 The process to access reserve funding is as follows:

Step one: The Executive Director of the Prince Albert Downtown Business Improvement District will discuss proposed project with the Director of Planning and Development Services for a preliminary review.

Step two: The Executive Director of the Prince Albert Downtown Business Improvement District will provide a signed motion from the Board describing the request to use the Downtown Improvement Reserve.

Step three: The Directors of Financial Services and Planning and Development Services will review the project funding request for completeness and ensure all criteria are met.

Step four: The Directors of Financial Services and Planning and Development Services may forward the project to the Planning Advisory Committee or the Community Services Advisory Committee for preliminary review and consideration.

Step five: The Directors of Financial Services and Planning and Development Services will forward the request to City Council for their consideration.

Step six: The Director of Financial Services will forward communication to the Prince Albert Downtown Business Improvement District, informing them of Council's decision.

RPT 22-260

TITLE: Disposal of Tax Title Land 551 6th Street East - Update

DATE: June 15, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the vacant property located at 551 6th Street East, legally described as Lot 39, Block 6, Plan B400 Ext. 0, be listed for sale for \$47,900; and,
2. That the Mayor and City Clerk be authorized to execute the Sale Agreement and any other necessary documentation, on behalf of the City, once prepared.

TOPIC & PURPOSE:

The purpose of this report is to list 551 6th Street East for sale at a price of \$47,900 plus GST. See attached location plan.

BACKGROUND:

On January 24, 2022, RPT 22-11 (attached) was considered and approved by City Council. This report provided background information on the above noted property, which was acquired through tax enforcement.

On February 3, 2022, the City issued Tender #7/22 – Sale of 551-6th Street East. The tender ran for 4 weeks and no Bid Offers were submitted. See attached.

PROPOSED APPROACH AND RATIONALE:

Because the City did not receive any Bid Offers on the Tender for this property, because this property is located within a well-established neighbourhood, upon reviewing comparable properties and sale prices (which range in price from approximately \$20,000 to \$60,000), and as the costs incurred in taking the property through tax enforcement (which includes demolition

of the former dwelling) come to a total of \$47,885.13, Administration recommends that the property be listed for \$47,900.

As the outstanding costs so closely represent what Administration would consider a fair market value for the property, should Council consider an offer below this price it would be in recognition of a loss and public notice would be required. Additionally, if the property sits on the market for any amount of time and maintenance is required, mowing, site clearing, etc. further charges will be incurred.

CONSULTATIONS:

Planning and Development Services consulted with the Public Works, Community Services, and Financial Services Departments, as well as the Fire Department, in order to identify or address any issues or concerns with the sale of the property. None were raised.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Subject to approval, the property will be listed on the City website for sale. Additionally, the members of Administration noted in the Consultations section above will be notified that the property is listed for sale.

FINANCIAL IMPLICATIONS:

The amount outstanding on the account would be recouped if sold at the listed price of \$47,900. The debt assumed by the City in taking the property through tax enforcement, including the cost to demolish the home, as well as other Administrative costs is \$47,885.13. Again, should any site work be required prior to sale, further costs will be incurred.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

For this report, Administration relied on the City's core value "Accountable and Transparent" in reporting to City Council on this property and the costs associated with taking the property through Tax Enforcement.

OFFICIAL COMMUNITY PLAN:

Section 14.1 of the Official Community Plan discusses policies, which support the suggested recommendation.

"Goals:

- i. Appropriately balance revenue limitations with expenditures and investments to meet

community needs over the long-term.

ii. Maintain effective management, efficiencies and accountability of the City's fiscal budgets and operations.”

PUBLIC NOTICE:

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

Should the City receive an offer below the listed price of this property, public notice will be required prior to its sale.

PRESENTATION:

none

ATTACHMENTS:

1. RPT 22-11 - January 24, 2022
2. Tender #7/22
3. Location Plan

Written by: Leanne Fyrk, Property Coordinator

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

RPT 22-11

TITLE: Tax Title Lands – Disposal of 551 6th Street East and 56 18th Street West

DATE: January 6, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the following Tax Title Lands be offered for public tender:
 - a. 551 6th Street East, legally described as Lot 39, Block 6, Plan B400 Ext 0; and,
 - b. 56 18th Street West, legally described as Lot 38, Block 8, Plan E Ext 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.

TOPIC & PURPOSE:

The purpose of this report is to approve the two tax title properties described above being offered for sale pursuant to *The Tax Enforcement Act*, by issuance of a Request for Bids.

BACKGROUND:

In March, 2021, the City of Prince Albert acquired title to two properties through tax enforcement:

- a. 551 6th Street East, legally described as Lot 39, Block 6, Plan B400 Ext 0; and,
- b. 56 18th Street West, legally described as Lot 38, Block 8, Plan E Ext 0.

In accordance with *The Tax Enforcement Act*, (Tax Act), unless taken into the City's land holdings with the Government of Saskatchewan being provided compensation for school taxes, or otherwise providing its consent, the two tax title properties must be offered for sale within one (1) year of the date of the City acquiring title by public auction or tender by sealed bid, following the issuance of public notice. (Section 31(1) and (3)).

PROPOSED APPROACH AND RATIONALE:

Speaking to the recommendation, in order to meet the Tax Act legislation noted above, Administration is recommending that the disposal process be initiated and that these properties be put out for public bid. It is important to note that in accordance with *The Tax enforcement Act*:

- a. (Section 32(4)) Upon issuing the public tender for these two properties, City Council is not obligated to accept any bids that are not sufficient to recover the outstanding taxes, penalties and costs (which will be the minimum bid set for the tender process, and will be detailed further in a future report) and sell the property on the open market; though,
- b. (Section 32(5)) Council may accept the highest bid offered, even it is not sufficient to cover all outstanding taxes, penalties and costs.

As noted above, upon completion of the public notice and bid process, Administration will forward a more detailed report to City Council for consideration with a recommendation regarding the results of the bid process and next steps.

CONSULTATIONS:

Planning and Development Services has consulted with and coordinated the acquisition and disposition of these two tax title properties with the Financial Services Department.

Planning and Development Services is also in consultation with the City Solicitor in order to mitigate issues arising in terms of process, and to recommend procedures promoting Council's input into identifiable policy options.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once approved, the tenders for these two properties will be set up and administered in coordination with the Purchasing Division.

Once the public notice has been issued, Administration may also reach out to a number of contacts who may be interested in purchasing a property for residential development, directing them to the tender.

Upon completion of the bid process, Administration will prepare a follow up report for City Council.

FINANCIAL IMPLICATIONS:

If these properties sell within one (1) year of taking title, all of the City's outstanding costs will be deducted from the proceeds prior to providing a payout to the applicable school board or former property owner, if there are sufficient funds to do so. If the properties sell after the one (1) one year mark, the City may retain all sales proceeds (Section 31(7) of the Tax Act).

A more detailed breakdown of outstanding taxes, fees, costs, etc. will be provided once the bid process has been completed. The goal in doing this is to better protect the validity of the bid process and have a more wholesome conversation with all the facts and figures.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

As the acquisition, management and disposal of tax title lands is heavily regulated and complex, Administration finds success in working collaboratively with other affected departments and agencies, and in an accountable and transparent manner.

OFFICIAL COMMUNITY PLAN:

Section 14.1 of the Official Community Plan discusses policies, which support the suggested recommendation.

“Goals:

- i. Appropriately balance revenue limitations with expenditures and investments to meet community needs over the long-term.
- ii. Maintain effective management, efficiencies and accountability of the City’s fiscal budgets and operations.”

PUBLIC NOTICE:

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

In accordance with the Tax Act, Administration will provide the public with three (3) weeks’ notice of the date of the proposed tender by posting on SaskTenders. Additionally, as noted above, the City may reach out to its established contact list of those who may have bid on properties in the past.

PRESENTATION:

none

ATTACHMENTS:

1. 551 6th Street East - Location Plan
2. 56 18th Street West - Location Plan

Written by: Leanne Fyrk, Property Coordinator

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

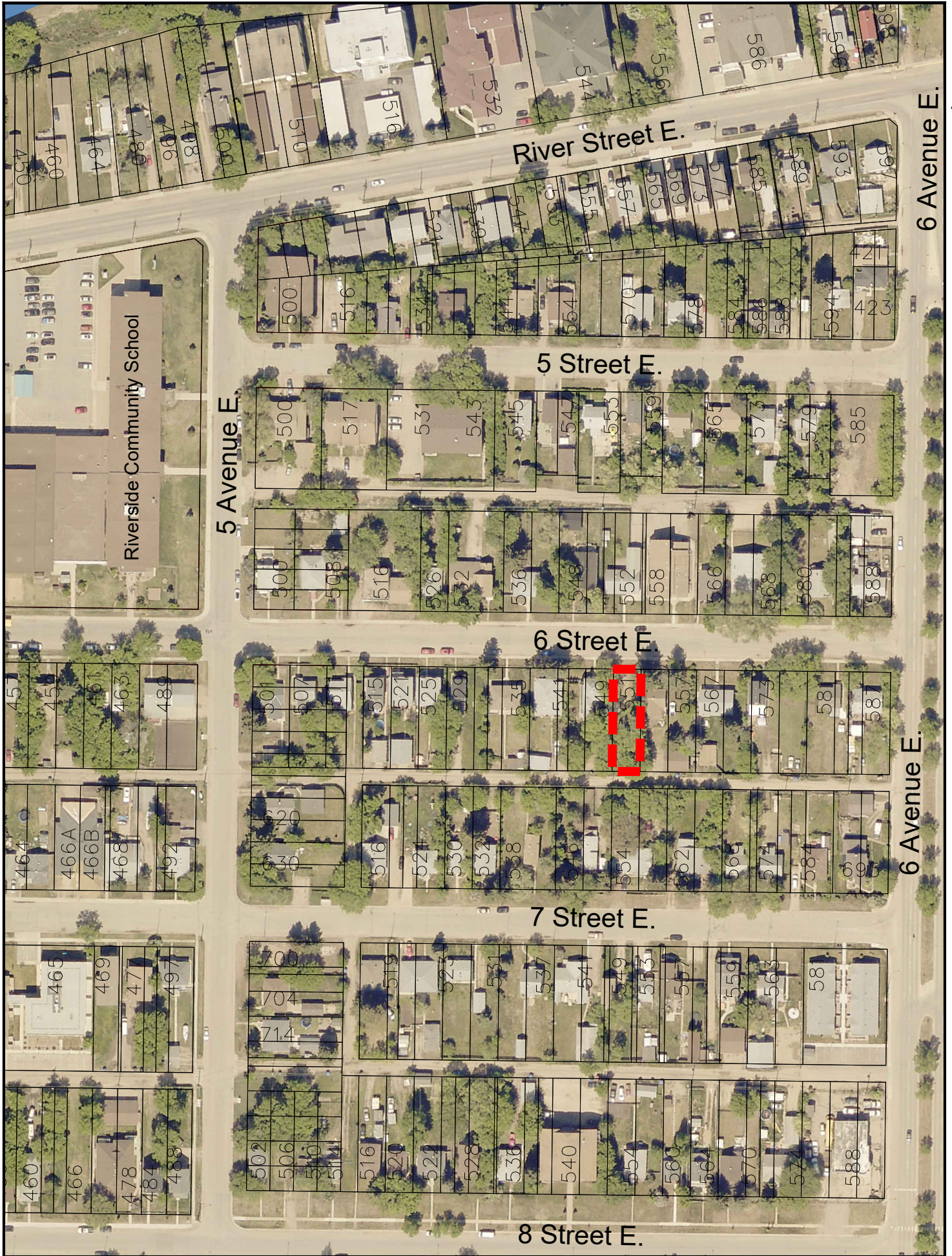
S - N

N

S - N

N

PLANNING & DEVELOPMENT SERVICES



551 6th Street East - Lot 39, Block 6, Plan B400

Subject Property Identified With A Bold Dashed Line



S-N

S-N

PLANNING & DEVELOPMENT SERVICES

JV

January 7, 2022



Tender# 7/22

Sale of 551 – 6th Street East

Bid Offers will be received by the City of Prince Albert, Purchasing Department until **2:00pm, Saskatchewan Time, Thursday, March 3, 2022.**

City of Prince Albert
Purchasing Department
Municipal Service Centre
11 – 38th Street East
Prince Albert, SK S6W 1A5
Fax: 306-953-4916
Email: purchasing@citypa.com



City of
Prince Albert



City of Prince Albert

Tender# 7/22

Sale of 551 6th Street East

1 Instructions to Bidders

1. The City is requesting Bid Offers for the following: Sale of 551 6th Street East.
2. The Tender will close at **2:00 pm, Saskatchewan Time, Thursday, March 3, 2022**. Bid Offers will be opened **immediately after 2:00 pm**, at the Municipal Service Centre, Purchasing Department, 11 – 38th Street East, Prince Albert, SK, S6W 1A5.
3. Technical questions regarding this Tender should be directed to Leanne Fyrk, Property Coordinator, at 306-953-4377 or by email at lfyrk@citypa.com.

All other questions regarding this Tender should be directed to Mike Lytle, Purchasing Manager, at 306-953-4352 or by email at mlytle@citypa.com.

4. When submitting your Bid Offer, please submit only the Bid Page(s) of the Tender below. We **do not** require that you submit the Original Tender Package. The Bid Offer price must be clearly indicated. ***Bid Offers via Email will be accepted.***

GST Registrants are to provide their GST number as indicated on the *Tender Bid Form*.

The Bid Offer must not be restricted by any statement added to the *Tender Bid Form* or by a covering letter, or by alterations to the *Tender Bid Form* supplied, unless otherwise provided herein. Adjustments to a Bid Offer already submitted will not be considered.

The Bid Offer must be signed in the space provided on the *Tender Bid Form* with the signature of a signing officer of the firm bidding. If a joint Bid Offer is submitted, it must be signed and addressed on behalf of the Bidder.

5. The Bid Offer price provided is to be the total price and shall remain firm during the effective dates of this Tender. All pricing provided is to be quoted in **Canadian Funds**, inclusive of all applicable taxes, duties and fees at the time of closing, where applicable.
6. Bid Offer prices will only be available at the public Tender opening. Requests made for pricing received on previous Tenders **will not** be fulfilled.
7. The City of Prince Albert publishes Tender opportunities on Sasktenders. Once awarded, after the closing date and time, the published opportunity will be updated.

8. The City of Prince Albert reserves the right to accept All or Part of this Tender.
9. The City of Prince Albert reserves the right to cancel any Order or Tender if the goods or services are unsatisfactory.
10. The obligations and rights of Bidders shall be those expressed herein. No terms, either implied or verbally expressed shall affect, restrict or in any way vary the written terms of this invitation to Tender. Not to limit the generality of the foregoing, no terms may be implied by virtue of custom or usage.
11. The rights of the parties shall be governed by and the contractual terms shall be interpreted in accordance with the laws of the Province of Saskatchewan.
12. With respect to Tendering or Bid Offers, Request for Proposals and Multi-year Contracts, in all cases where it does not contravene Federal or Provincial Legislation governing the City, the City reserves the right to refuse any or all Tenders, Bid Offers or Proposals where the City deems it to be in the best interest of the City to do so having regard, but not limited to questions of quality, supply and service, timelines, performance trustworthiness, solvency, monies owing or due to the City and the existence or potential of legal disputes or conflicts with the City of Prince Albert.
13. The City of Prince Albert is governed by *The Cities Act* and designated as a Local Authority pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (LAFOIP). Therefore, all information collected during the Tender process, including executed Contracts and Agreements may be subject to inspection through a Freedom of Information and Access Request in accordance with those regulations.

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

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

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

14. Bid pricing shall be open and irrevocable for forty-five (45) calendar days from the Tender closing time and date.
15. The City reserves the right to give preference to the Bidder whose Bid Offer includes any material, specifications or methods of execution that are deemed by the City to be superior to those of any other Bidder.
16. The successful Bidder must be able to meet and prove the following qualifications (where applicable):
 - Verification of Financing.
17. Any Bid Offer submitted is not necessarily accepted.
18. The Bid Offer price **must** be extended (to include all applicable taxes, etc.) and totalled accordingly.

19. The City's determination of the successful Bid Offer shall be final.
20. The conditions outlined herein shall be part of the Tender.
21. Should a dispute arise from the Terms and Conditions of this Tender regarding meaning, intent or ambiguity, the decision of the City of Prince Albert shall be final.

2 Tender Process

1. Tenders received by the Purchasing Department **after 2:00pm, Saskatchewan Time, Thursday, March 3, 2022** will not be considered.
2. Upon closing, the City of Prince Albert will review all Tenders for completeness and compliance with the requirements of this Tender.
3. The City of Prince Albert reserves the right to accept or reject any of the Bid Offers received.
4. The City of Prince Albert reserves the right to terminate the process without notice. Only those who have made a Bid Offer prior to closing will be contacted and informed.

3 Schedule

Tender Release Date: Thursday, February 3, 2022.

Tender Closing Date: Thursday, March 3, 2022.

Award of Agreement: Tuesday, March 8, 2022.

4 Project Goal | Requirements

4.1 Project Goal

1. The goal of this Tender is to sell the above noted residential parcel for immediate development.
2. Property Information:
 - a.) Legal Description: Lot 39, Block 6, Plan B400 Ext 0.
 - b.) Lot size: approximately 33 ft. x 122 ft. (4,036 SF)
 - c.) Access: Street with back alley access.
 - d.) Municipal Services: water 12 mm, sanitary sewer 100 mm.
 - e.) Zone: R4 – High Density Residential Zoning District. The purpose of this zone is to provide the full continuum of residential development options that allows for limited, complementary residential uses.
 - f.) Previous dwelling on site, basement filled in. A previous use letter will need to be signed with Public Works – no cost for this.
 - g.) The condition of the property being sold is “as is” and “where is”, The City makes no warranties or guarantees to the condition of the property.

See attached for an aerial photo of the property.

4.2 Project Requirements

1. The successful Bidder shall immediately enter into a sale agreement, to include a one (1) year build commitment. A sample agreement is attached for reference only. The sample does not reflect offered or finalized items.
2. Full payment (plus GST) is required at the time of signing the sale agreement. If the Bidder is a GST Registrant, they are required to provide their GST number at the time of signing the sale agreement. If applicable, each GST registrant will submit on their own behalf.
3. The successful Bidder is required to pay all 2022 prorated city taxes, which are to be calculated on closing date of sale.
4. The City will prepare and provide a Transfer Authorization once all sale conditions have been met.



**City of Prince Albert
Tender Bid Form**

Tender# 7/22

Description: Sale of Tax Title Land: 551-6th Street East

Tenders will be received until **2:00pm, Saskatchewan Time, Thursday, March 3, 2022**, as to contents at the Purchasing Department.

Date: **February 3, 2022**

From: Mike Lytle, Purchasing Manager

City of Prince Albert
Purchasing Department
Municipal Service Centre
11 – 38th Street East
Prince Albert, SK S6W 1A5
Phone: 306-953-4352
Fax: 306-953-4916
Email: **purchasing@citypa.com**

Description	Total Price
BID OFFER for the purchase of 551 – 6th Street East (reserve sale price set at \$47,900.00 plus GST)	\$ _____

Bidder GST Registrant # _____

Sub-Total
GST (5%)

Note: Tenders via Email or Fax will be accepted.

Grand Total

Conditions of the Tender:

- ◆ Successful purchaser will be required to enter into a Sale Agreement along with full payment, and prorated property taxes.
- ◆ Transfer Authorization will be provided once prepared and sale conditions are met.
- ◆ The City of Prince Albert reserves the right to accept or reject any or all of the Bid Offers received.
- ◆ Prorated taxes will be calculated upon closing date of sale.
- ◆ Reuse letter required to be signed with Public Works.
- ◆ Sold “as is” and “where is” The City makes no warranties or guarantees to the condition of the property and/or building.
- ◆ The City of Prince Albert reserves the right to terminate the Tender process without notice.

Full Name of Company (please print)

Address

City

Province

Postal Code

Name and Title (please print)

Signature of Authorized Officer

Date: (mm/dd/year)

Phone

Email

TITLE: Letter of Understanding - Engineering Technicians

DATE: June 30, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Letter of Understanding between the City of Prince Albert and Canadian Union of Public Employees Local No. 160, as attached be approved; and
2. That the Mayor and City Clerk be authorized to execute the agreement on behalf of the City once prepared.

TOPIC & PURPOSE:

For City Council to authorize a Letter of Understanding to amend the Collective Bargaining Agreement to adjust the compensation schedule for Engineering Technician (Surveyor) positions in CUPE #160 to achieve a more competitive rate to improve recruitment and retention.

BACKGROUND:

There has been an employee recruitment and retention issue with the Engineering Technician (Survey) division for a number of years. These positions are responsible for a wide range of duties relating to collecting, processing and maintaining technical data on behalf of the Public Works department.

Ongoing vacancies in the division places increasing pressure on an already busy division. Each summer there is an ambitious construction season with water, sewer, sidewalk and roadway projects that all rely on the data supplied by the surveyors to get this work started. In 2021, the division was fully staffed and ended up with 183 hours of overtime just to meet the immediate demands of the division and does not include attention to the projects that require survey data to proactively plan for future work.

An agreement has been reached with CUPE 160 to revise the compensation schedule for these positions. If approved, the terms of the LOU will be formalized in the next round of Collective Bargaining.

PROPOSED APPROACH AND RATIONALE:

Administration is requesting Surveyors be given wage adjustments to better reflect the ever increasing complexity of the work and the required education. The increase in pay is expected to attract more qualified candidates who are able to secure similar or better wages in other communities and retain qualified candidates once they spend a few years with us. By assigning a higher wage to the supervisory position, it is expected we will be able to create more incentive for mobility within the division while properly compensating for the more senior duties.

Comparative Surveyor Wages January 1, 2022

Administration reviewed the starting pay wages for Surveyors that fall under the following classifications: Engineering Technician I, Engineering Technician II, Engineering Technician III, and Engineering Assistant. The positions were reviewed against the City of Saskatoon, Regina and Moose Jaw and internally with Water Treatment Plant Operators. To become a Surveyor Technologist you must now complete a 3 year Diploma which is comparable to our Water Plant Operators.

These positions fall under CUPE #160.

Engineering Technician I

PA 2022	Saskatoon	Regina	Moose Jaw	Water Plant	Proposed
25.60	25.06	N/A	N/A	N/A	25.60 (no change)

There are presently no Engineering Technician I positions filled. This position could be useful on a non-permanent basis for summer employment since the rate is appropriate; however, the qualifications would need to be updated.

Engineering Technician II

PA 2022	Saskatoon	Regina	Moose Jaw	Water Plant Relief Operator	Proposed
27.68	35.94	27.79	N/A	30.59	30.68

The wage adjustment will result in an increase of \$3.00/hr. This is the Survey entry level position. The increase reflects that it is a diploma required position and is expected to encourage candidates to stay in the position once they spend a few years with the division.

Engineering Technician III

PA 2022	Saskatoon	Regina	Moose Jaw	Water Plant Relief "Acting" Operator	Proposed
30.18	39.04	32.12	32.05	33.73	34.68

The wage adjustment will result in an increase of \$4.50/hr. The increase reflects that it is a diploma required position and a supervisory role with more accountability and more duties associated with liaising with on-site contractors and coordinating and assigning work. The

difference between the Tech II positions and Tech III positions would be a change of \$4.00/hr (as opposed to \$2.18 currently). The greater distance between the wages is expected to create more incentive for internal mobility within the division by compensating the more senior position with greater responsibilities.

Engineering Assistant

PA 2022	Saskatoon	Regina	Moose Jaw	Water Plant Operator	Proposed
37.18	42.16	N/A	N/A	37.18	37.18 (no change at this time)

Presently there is one (1) Survey Engineering Assistant position. Wage adjustments are not being proposed at this time.

CONSULTATIONS:

CUPE 160 was consulted regarding the proposed wages adjustments and they have agreed to the terms outlined in the attached LOU.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once approved, the wage adjustments will be implemented and the changes will be formalized in the next round of Collective Bargaining.

FINANCIAL IMPLICATIONS:

The cost to implement the proposed increase to Engineering Technician II and Engineering Technician III is approximately \$23,966 annually. We have operated without an Engineering Technician for the first five months which is approximately \$25,000 in savings.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

In the City of Prince Albert Five Year Strategic Plan of 2015, Corporate Sustainability is one of the five strategic goals. Develop an Enterprise Risk Management approach to Human Resources. Organizational Skills Gap Analysis with respect to current skill set and future skill set.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. LOU - Engineering Technician II & III Positions

Written by: Kiley Bear, Director of Corporate Services
 Approved by: City Manager, Director of Public Works

LETTER OF UNDERSTANDING #38

BETWEEN

THE CITY OF PRINCE ALBERT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #160

WHEREAS the City of Prince Albert and Canadian Union of Public Employees Local #160 have agreed to amendments to the job description and rates of pay for the Engineering Technician II and Engineering Technician III classifications.

NOW THEREFORE, the parties agree as follows:

1. All duties, responsibilities and qualifications in effect for these positions are contained in the job descriptions which have been drafted by Administration and reviewed by CUPE Local #160.
2. The rates of pay for these classifications will be as follows, and will be effective July 11th, 2022
Schedule "A1" – Rates of Pay – Permanent

Classification	Start Rate	After 1 Year Rate	After 2 Year Rate
Eng. Tech II	\$27.68	\$29.18	\$30.68
Eng. Tech III	\$30.18	\$32.18	\$34.68

3. Schedule "A2" – Rates of Pay – Casual/Part-Time

Classification	Without 800 hours	After 800 hours	After 1040 hours	After 2080 hours	After 4160 hours
Eng. Tech II	\$24.91	\$26.30		\$27.72	
Eng. Tech III	\$27.16	\$28.67			

4. These changes and additions will be brought into the Collective Agreement during the next round of negotiations.

**ON BEHALF OF THE CITY OF
PRINCE ALBERT**

**ON BEHALF OF CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL #160**

**GREG DIONNE
MAYOR**

**LESLIE MOUROT-BARTLEY
PRESIDENT**

**TERRI MERCIER
CITY CLERK**

**MIKE HUXLEY
VICE PRESIDENT**

DATED: _____

TITLE: Municipal Employee Pension Plan Commission Appointment

DATE: **June 29, 2022**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That Ashley Stradeski be re-appointed to the Municipal Employees' Pension Plan Commission as a Joint Representative of Employers of Police Officers and Fire Fighters that participate in the Plan for a four (4) year term beginning on September 1, 2022.

TOPIC & PURPOSE:

The purpose of the report is to appoint an individual to the Municipal Employees' Pension Plan Commission.

BACKGROUND:

The following five (5) Cities that participate in the Plan as employers of police officers and fire fighters and jointly appoint one (1) Commission member:

- City of Prince Albert;
- City of Yorkton;
- City of North Battleford;
- City of Estevan; and,
- City of Swift Current.

PROPOSED APPROACH AND RATIONALE:

The City is a member of the Municipal Employees' Pension Plan and has been requested by the Municipal Employees Pension Plan within the attached correspondence to re-appoint Ashley Stradeski or jointly another individual to the Municipal Employees' Pension Plan Commission.

The term of the appointment is for a four (4) year term beginning September 1, 2022. The Commission Appointment information, along with the Commission Governance Model, which includes the term of service, time commitment, mandatory education requirements, along with the skills and knowledge to bring/develop during the term, is included in the attached correspondence from the Plan for review.

The time and education commitment and knowledge/skills for this appointment to be effective is quite extensive.

CONSULTATIONS:

Correspondence between the five (5) Cities that are indicated as Joint employers of police officers and fire fighters has taken place and each City will consider this matter at its next City Council meeting. If there is not a consensus regarding the appointment, consideration of this matter will be forwarded back to City Council for further review.

At the time of writing this report, the Council of the Cities of Yorkton, North Battleford and Swift Current have all approved the re-appointment of Ashley Stradeski.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Following consideration of this matter, I will communicate the decision of City Council to the other joint Cities for a unified response to the Municipal Employees' Pension Plan.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

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

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

OFFICIAL COMMUNITY PLAN:

Section 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. Correspondence dated May 30, 2022 from Municipal Employees Pension Plan

Written by: Terri Mercier, City Clerk

Approved by: City Manager



Municipal Employees' Pension Plan
110 - 1801 Hamilton Street
REGINA SK S4P 4W3

May 30, 2022

Jessica Matsalla
City Clerk
City of Yorkton
Box 400
YORKTON, SK S3N 2W3
cityclerk@yorkton.ca

Dear Jessica Matsalla:

On behalf of the Municipal Employees' Pension Commission (the Commission), I am informing the city of Yorkton that the appointment of Ashley Stradeski to the Commission will end on August 31, 2022. Ashley Stradeski was first appointed to the Commission on September 1, 2018, and is therefore eligible for re-appointment. Ashley Stradeski has indicated willingness to accept another term.

Sub clause 7(4)(a)(v) of *The Municipal Employees' Pension Act* provides that the Commission shall have as a member of its composition one person appointed by the cities of Estevan, North Battleford, Prince Albert, Swift Current and Yorkton which employ persons designated as firefighters or police officers. Therefore, this is a joint appointment amongst five different appointing bodies including the cities of Estevan, North Battleford, Prince Albert, Swift Current and Yorkton. It is necessary that you contact their representatives as soon as possible to initiate discussion regarding the selection of an appointee. I have enclosed the contacts for these organizations.

An alternative to re-appointing Ashley Stradeski for a second term is for the cities of Estevan, North Battleford, Prince Albert, Swift Current and Yorkton to jointly appoint another individual to the Commission. That individual would be eligible for two four-year terms. The first Commission meeting that a new appointee would be eligible to attend is Friday, September 16, 2022.

... 2



Phone: 306-787-2684 Fax: 306-787-0244
Toll Free: 1-877-506-6377



mepp@peba.gov.sk.ca



www.peba.gov.sk.ca

The Commission is responsible for the Municipal Employees' Pension Plan (MEPP, the Plan). The Commission's role is to oversee the administration of MEPP for over 26,000 Plan members, 6,700 pensioners, and the investment of the Plan's \$3.5 billion in assets. The Commission oversees an annual administration budget of \$10 million.

To equip Commission members for their role, the Commission funds an extensive education program. It takes two to three years for each Commission member to complete this program. The required education for a new Commission member is an example of this investment.

The Commission views continuity of Commission membership as very important and encourages appointees to the Commission and appointing organizations to view an appointment to the Commission as an eight-year commitment. A Commission member serving a full eight years allows the Commission to receive full value from its investment in Commission member education.

Enclosed is a two-page appointment information sheet. Individuals appointed to the Commission can expect to be away from the workplace 15 to 20 days per year. There is a minimum of nine meetings per year (typically, the third Friday of each month, except for July, August, and December), education that may require five to 10 days, and an annual planning session. In addition, Commission members can expect to require a minimum of four hours of preparation for each meeting.

I have enclosed the Commission's Code of Conduct and Conflict of Interest Procedures. The person appointed by the cities of Estevan, North Battleford, Prince Albert, Swift Current and Yorkton will be required to sign the document.

The Government of Saskatchewan requires that any individual appointed by an Order in Council (OC) or Minister's Order (MO) to a Government Agency, Commission, Board or Committee, submit a satisfactory Criminal Record Check (CRC) to be eligible to serve as an appointee of the Government. The Commission is not subject to this requirement as they are not appointed by OC or MO and the Commission does not have the authority to require appointing bodies to request and submit a satisfactory CRC for an appointee to be eligible to serve on the Commission. However, the reputations of both the appointing bodies and of the Commission could be damaged should it come to light that a member had a criminal past that would be incongruent with serving as a trustee. In consideration of the potential for reputational harm, the Commission encourages appointing bodies to consider requesting that its appointee acquire and submit a satisfactory CRC to the appointing bodies prior to the appointment.

Jessica Matsalla
Page 3
May 30, 2022

The Commission is the trustee of the Municipal Employees' Pension Fund. Enclosed is a copy of Section 15 – Commission Liability of the Governance Manual. Please ensure that your appointee has the opportunity to examine the document prior to accepting the appointment to the Commission.

The Commission's Governance Manual documents the Commission's policies and procedures. The manual can be found on the Plan's website at [Fund Information | MEPP - Municipal Employees Pension Plan \(peba.ca\)](#)

Susan Haacke, Supervisor, Governance and Legislation, Public Employees Benefits Agency, will follow up with you in the next few weeks regarding any questions you may have concerning the appointment process.

Should you have any questions, please contact me at 306-787-6757 or by email at Jeremy.Phillips@peba.gov.sk.ca.

Sincerely,



Jeremy Phillips
Executive Secretary
Municipal Employees' Pension Commission

Enclosures

cc: Ashley Stradeski, Chair, Municipal Employees' Pension Commission

Contact information for cities of Estevan, North Battleford, Prince Albert, Swift Current and Yorkton that employ persons designated as firefighters or police officers:

Judy Pilloud

City Clerk
City of Estevan
1102 – 4th Street
ESTEVAN, SK S4A 0W7
cityclerk@estevan.ca
(306) 634-1852

Jackie Schlamp

City Clerk
City of Swift Current
P.O. Box 340
SWIFT CURRENT, SK S9H 3W1
j.schlamp@swiftcurrent.ca
(306) 778-2768

Stacey Hadley

City Clerk
City of North Battleford
P.O. Box 460
NORTH BATTLEFORD, SK S9A 2Y6
cityclerk@cityofnb.ca
(306) 445-1719

Jessica Matsalla

City Clerk
City of Yorkton
Box 400
YORKTON, SK S3N 2W3
cityclerk@yorkton.ca
(306) 783-1717

Sherry Person

City Clerk
City of Prince Albert
1084 Central Avenue
PRINCE ALBERT, SK S6V 7P3
sperson@citypa.ca
(306) 953-4305

Municipal Employees' Pension Commission Appointment Information

Term of service

- A term of service is four years. A member is eligible for two terms of service.
- While an appointing body is free to choose or change appointees and there is no need for the process to be unnecessarily restrictive, it is important to understand the importance of continuity of trustees. Therefore, the Commission encourages appointees to the Commission and appointing organizations to view an appointment as an eight-year commitment.
- There are extensive education requirements in the first two to three years of appointment and a Commission member serving a full eight years allows the Commission to receive full value from its investment in Commission member education and ensures that each of the trustees becomes equipped with all the skills necessary for optimal participation on the Commission.
- Continuity benefits all members of the Municipal Employees' Pension Plan.

Time Commitment

- Individuals appointed to the Commission can expect to be away from the workplace 15 to 20 days per year.
 - At least nine meetings per year: usually the third Friday of each month excluding the months of July, August and December.
 - Mandatory education of approximately five days per year (closer to 10 in the first year).
 - An annual planning session, usually one day.
- In addition, the time for experienced members to prepare for each board meeting is a minimum of four hours.
- Commission meetings are held in person in Regina, however, there is an option to attend virtually when required. The Commission prefers that members attend meetings in person.

Remuneration and Reimbursement

- Commission members receive an honorarium for their preparatory work and attendance at Commission meetings and are reimbursed for their travel expenses.
- Members require an electronic device to access virtual meetings and/or meeting materials.

Mandatory Education requirements

The Commission requires its members to complete a course of education during the first two years of appointment. The cost of this education and related expenses are borne by the Plan.

- First year:
 - Two separate half-day orientation sessions within the first three months (in-person in Regina or virtual meeting);
 - A basic course on board governance, trust management, plan administration, and/or fund investment; and
 - Two sessions, one on basic investment knowledge and one on basic actuarial principles.
- Second Year:
 - A more advanced course on board governance, trust management, plan administration and/or fund investment.

Skills and knowledge to bring/develop during the term

- There are several skills or areas of knowledge that Commission members need to either bring with them or develop through education and involvement in decisions to fulfill their fiduciary duty as a trustee. The skills and knowledge will include:
 - Institutional investing
 - Communications
 - Pension plan funding
 - Understanding actuarial valuations
 - Finance and audit
 - Budget and administration
 - Governance
 - Contracts, legal concerns and legislation
 - Trusts, trustees and their fiduciary duty
 - Risk Management
 - Strategic Planning

Public Employees Benefits Agency as Your Resource

Should you have specific concerns regarding the appointment of an appointee to the Public Employees Pension Board, please contact Jeremy Phillips by email at jeremy.phillips@peba.gov.sk.ca as noted in the appointment request letter.

If you are seeking information about the Public Employees Pension Plan or the Board, please contact Susan Haacke, Supervisor, Governance and Legislation by email at susan.haacke@peba.gov.sk.ca.

II. Governance

Section 12 – Code of Conduct and Conflict of Interest Procedures

Contents

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12.1 Purpose

The purpose of this policy is to establish and document guidelines for conduct required of all members of the Municipal Employees’ Pension Commission (the Commission). The guidelines have been developed to create and sustain a business culture that promotes sound decision-making by the Commission.

The purpose of establishing conflict of interest procedures goes beyond ensuring compliance with minimum statutory requirements. They provide a workable process for identifying, minimizing and resolving conflicts of interest, in order that Commission members may fulfill their fiduciary obligations effectively while maintaining their independence and integrity.

The following guidelines and procedures have been developed to ensure that Commission members have a full understanding of the Commission’s principles and values, and to assist Commission members in determining appropriate business practices and behavior.

The Commission recognizes the need to review these guidelines and procedures on an annual basis and has determined that all Commission members are to acknowledge the guidelines and procedures by signing them upon appointment to the Commission, each time they are amended and, in any event, no less than upon each annual review.

12.2 Application

These guidelines and procedures govern the operation and conduct of members of the Commission in the execution of their duties and responsibilities under *The Municipal Employees' Pension Act and Regulations*.

12.3 Fiduciary Duties

These duties apply to the members of the Commission in their capacity as trustees of the Municipal Employees' Pension Fund (the Fund) and as administrators of the Municipal Employees' Pension Plan (the Plan).

- *Duty of Loyalty*

The duty of loyalty requires members of the Commission to act honestly and in good faith, and in the best interest of all plan members. Furthermore, members of the Commission must consider the effect of their individual actions on the integrity and credibility of the Commission as a whole.

- *Opportunities Acquired Through Commission Business*

Members of the Commission must not take personal advantage of business opportunities of which they become aware in the course of carrying out their duties as Commission members.

Similarly, confidential information obtained as a result of Commission business must not be used for personal profit, or for the personal benefit of others.

- *Duty to Protect Confidential Information*

Commission members must at all times keep confidential all information, proprietary material and records received by them in their capacity as members of the Commission. Confidential information may only be disclosed if it is otherwise generally available to the public, if the disclosure is required by law, or if the disclosure is consistent with the purpose for which the information was obtained.

- *Post Service Restrictions*

Commission members who cease to serve on the Commission must continue to refrain from taking improper advantage of their previous position. Former members of the Commission must continue to observe the duty to protect confidential information, unless they have received written authorization from the Chair of the Commission to disclose the information. Furthermore, former members of the Commission must not use confidential information or opportunities acquired as a result of Commission business for personal gain, or for the personal benefit of others.

12.4 Duty of Care

In exercising their powers as trustees of the Fund and administrators of the pension plan, it is the explicit duty of every member of the Commission to exercise the care, skill and diligence that a reasonably prudent person would exercise in comparable circumstances.

In fulfilling this duty, members of the Commission have a responsibility to ensure that they obtain expert advice to acquire the necessary information required to make informed decisions for the effective and timely operation of the Plan.

Commission decisions must be made pursuant to sound business practices respecting established policies and procedures.

Improper or ill-advised decisions can be costly to the Plan. Commission members should undertake the training or educational opportunities necessary to ensure that they have a sufficient level of knowledge and understanding to fulfill their duties.

The Commission has established its mission, and Commission members should take actions which are consistent with the mission and the policies which support it.

Though the Commission may delegate activities to its service providers, the Commission retains responsibility for oversight of the Plan, and Commission members should be engaged in reviewing the performance of the Plan and its success in meeting its goals.

12.5 Ethical Standards

Members of the Commission should adhere to the following standards when exercising all of their duties and responsibilities:

- *Preferential Treatment*

Commission members must not use their position to benefit persons or organizations in their dealings with the Plan if this may be perceived to result in preferential treatment to such persons or organizations.

- *Gifts, Benefits and Entertainment*

Commission members should not accept gifts, benefits, entertainment or other personal favors, which would create, or appear to create, a favored position for persons or organizations doing business with the Plan.

Commission members must not solicit or accept gifts, benefits, entertainment or other personal favors in exchange for, or as a condition of, the exercise of their duties or as an inducement for performing an act associated with the duties and responsibilities of their position.

Members of the Commission may generally accept gifts, hospitality or other benefits, of nominal value, associated with the duties and responsibilities of their position, if such gifts, hospitality or other benefits:

- are within the bounds of propriety, a normal expression of courtesy, or within the normal standards of hospitality;
- would not bring suspicion on the Commission member's objectivity and impartiality; and
- would not compromise the integrity of the Commission.

- *Communication and Public Comment*

The Plan has the responsibility to communicate with its members and beneficiaries in a timely, accurate, and transparent manner. This communication is generally provided by the Plan, rather than by individual Commission members.

In the instance where communication directly from the Commission is necessary, public announcements or comments will be the responsibility of the Chair, unless approved otherwise by the Commission.

Members of the Commission must refrain from making public announcements or comments regarding the activities of the Commission and the operation of the Plan, unless the member has been authorized by the Chair to do so or the information being disclosed has already been made available to the public by the Commission. Commission members must avoid making public comments which are likely to bring the Commission into disrepute or adversely affect the operation of the Plan.

Commission members must not misrepresent the Plan in any communications, including oral representations, electronic communications, or written materials, whether publicly disseminated or not.

- *Commission Independence*

Although members of the Commission are appointed by various appointing bodies and associations, their primary duty and responsibility is to all members of the Plan. Commission members must not serve the interests of specific groups or associations.

- *Compliance with Laws*

Members of the Commission must at all times be aware of all laws, rules and regulations applicable to the Plan and comply with those laws, rules and regulations in the course of performing their duties with respect to the Plan.

Members of the Commission must conduct their personal affairs with integrity, and must report any violation of:

- (a) the Code of Conduct and Conflict of Interest Procedures;
- (b) any statute that may apply, directly or indirectly, to the administration of the Plan; or
- (c) any charge or conviction under the *Criminal Code* (Canada) that involves dishonesty or would affect the ability of the member to fulfill his or her duties with respect to the Plan.

Where a violation or conviction occurred prior to, or a charge is outstanding on the date of the appointment of the member to the Commission, the report must be made prior to the first meeting that the member of the Commission attends. Where a violation, charge or conviction occurs after the appointment of the member to the Commission, the report must be made prior to the first meeting after it occurs.

Commission members must report criminal or other illegal or unethical conduct by any other Commission member of which they may become aware, including any potential violations of the Code of Conduct and Conflict of Interest Procedures.

Such reports shall be made at the earliest possible opportunity and in any case no later than the next following regularly scheduled Commission meeting.

Reports are to be made to the Commission Chair. Where the individual with the duty to report is the Commission Chair, that individual shall report to the Vice-Chair. In the event that a member is uncertain as to whether any action or conduct falls within the duty to report, the member must consult the Chair whose determination of the question will be final.

The Chair (or Vice-Chair) may determine that the violation, charge or conviction renders the participation of the member in decisions of the Commission inappropriate, and may exclude or restrict the member of the Commission from participating in some or all of the decisions of the Commission. Unless it becomes necessary for the report to be used for this purpose, the report and any information provided for the purpose of consultation respecting a report shall be kept confidential by the person to whom it is provided.

Subsection 15(1) of *The Trustee Act, 2009* provides the conditions under which a person becomes disqualified to act as a trustee. Specifically, a person becomes disqualified to act as a trustee if that person:

- a) Dies;
- b) Disclaims the trust or refuses to act as trustee;
- c) Lacks capacity;
- d) Is a minor;
- e) Is convicted of an offence involving dishonesty;
- f) Is an undischarged bankrupt;
- g) Resigns from the trust; or
- h) Is a corporate trustee that is not registered, if required by the law to be registered, or is not licensed, if required by law to be licensed.

Commission members must report when they satisfy a condition, aside from item (a), which would disqualify them from acting as a trustee.

Reports are to be made to the Commission Chair. Where the individual with the duty to report is the Chair, that individual shall report to the Vice-Chair.

The Chair (or Vice-Chair) shall report to the body or bodies appointing the Commission member that the member is no longer qualified to be a trustee.

12.6 Conflict of Interest Procedures

These procedures apply to members of the Commission with respect to their responsibilities as trustees of the Fund, administrators of the pension plan, and decision-maker with respect to disputes regarding the Plan.

Members of the Commission shall not knowingly permit their interests, actual or perceived, monetary or otherwise, direct or indirect, to conflict with the proper exercise of their duties and responsibilities.

Commission members should familiarize themselves with the range of actions which may be taken to respond to a conflict of interest or ethical issue. Although not exhaustive, the following actions may be taken to remedy or avoid a possible conflict of interest or ethical issue.

Disclosure

At the beginning of each Commission meeting Commission members are asked if they have, or know of, any actual, perceived, or possible conflicts of interest.

If a disclosure is made, the Commission will discuss how to proceed with the disclosure. The disclosure will be recorded in the register (see page 8).

Members of the Commission shall disclose in writing the nature and details of any actual, perceived or possible conflicts of interest, which could impair their ability to make unbiased decisions affecting the Plan. Such disclosure shall be made to the Chair or Public Employees Benefits Agency (PEBA) as soon as practicable after the conflict of interest has been discovered by the Commission member. In the event that the member is the Chair, disclosure must be made to the Vice-Chair or PEBA.

The Chair will have PEBA table the matter at the next regularly scheduled Commission meeting. The Chair, in consultation with the Commission (excluding the member who is in conflict of interest), will determine the appropriate action under the circumstances.

Should a Commission member discover an actual or perceived conflict of interest during the course of a Commission meeting, the member must immediately declare the conflict of interest.

The Chair, in consultation with the Commission (excluding the member who is in conflict of interest), will determine the appropriate action under the circumstances.

- *Register*

PEBA shall maintain a register of all actual, perceived or possible conflicts of interest disclosed by members of the Commission.

The register shall contain a description of each conflict of interest and the name of the Commission member to whom the conflict of interest applies, the date upon which the conflict of interest arose and was subsequently disclosed by the Commission member, and the manner in which the conflict of interest was dealt with by the Commission.

- *Abstaining from Vote and Discussion*

Members of the Commission who have disclosed a conflict of interest, or who are required to disclose an actual or perceived conflict of interest, shall not participate in any discussion, decision or vote relating to any transaction involving the aforementioned conflict of interest. Such members must consult with the Commission to determine whether or not it is appropriate to leave the meeting during discussion of the matter.

Where a Commission member has disclosed a conflict of interest, the member may continue to participate in the discussion, decision or vote, despite the conflict of interest, by obtaining prior approval from the Commission. The approval to participate should be noted by PEBA in the register.

- *Other Business Activities*

Members of the Commission engaging in any other business activities, directly or indirectly, which may conflict with or are in competition with their duties and responsibilities as Commission members, must make full disclosure of such activities to the Chair of the Commission or PEBA.

Adhering to the *Disclosure* procedures in this section, a resolution to the matter will be undertaken by the Commission. The Commission should determine whether an actual or perceived conflict of interest exists, and the appropriate action under the circumstances.

The Chair will advise the Commission member, who is in conflict of interest, to comply with one of the following options determined by the Commission:

- discontinuation of the activity;
 - appropriate action to remedy the situation; or
 - consent to the activity.
- *Gifts, Benefits, and Entertainment*

It is deemed a conflict of interest if, without the consent of the Commission, a member of the Commission accepts gifts, benefits, entertainment, or other personal favors of more than token or nominal value from persons or organizations doing business with the Plan. Any person or organization offering such inducements must be advised to discontinue the practice immediately if a sustained business relationship is to continue with the Plan.

Similarly, Commission members must not offer gifts or favors to persons or organizations in order to secure preferential treatment for the Plan.

Inappropriate gifts or benefits that are received by members of the Commission, which violate Section 12.05 – Ethical Standards, should be returned to the donor as soon as practicable. Where the donor may perceive the return of an inappropriate gift or benefit as offensive, for cultural or other reasons, the Commission member must make full and immediate disclosure of receipt of the gift or benefit. Such gift or benefit must be delivered to the Commission, which will determine the suitable disposition of the item.

12.7 Consequences of a Breach

In the event of a breach of the Code of Conduct and Conflict of Interest Procedures, or a failure to remedy or disclose an actual or perceived conflict of interest, the consequences of such infractions should reflect the nature, magnitude and seriousness of the breach.

The following are examples of possible consequences, which the Commission may consider, when dealing with a breach of the Code of Conduct and Conflict of Interest Procedures:

- the Commission member may be offered the opportunity to resign from the Commission;
- the Commission may recommend to the appointing body and/or association to terminate the appointment of the Commission member to the Commission;

- the Commission member may be required to make full restitution to the Commission of any personal gain acquired as a result of the breach, for disposition by the Commission;
- the Commission may consider taking legal action against the Commission member; and
- if the Commission member is in breach of the law, the Commission will report the Commission member's action to the proper authorities.

This list of consequences is not exhaustive, and does not preclude any other course of action, which the Commission may deem appropriate under the circumstances.

12.8 Avoidance of Bias

These procedures apply to members of the Commission with respect to their responsibilities as decision-maker (e.g. dispute resolution) with respect to disputes regarding the Plan.

Members of the Commission shall not knowingly permit any relationship or other circumstances, either in the past or the present, to be perceived as a possible reason for the member to hold a bias either in favor or against a party with respect to whom a decision is to be made.

Commission members should familiarize themselves with the range of actions that may constitute a potential bias issue, and the actions that might be taken to respond to the issue. A potential bias issue may arise as a result of circumstances such as:

- the member has a personal or business relationship with a party;
- the member is a member of an organization in which the party is also a member;
- the member has information about the party which has not been placed before the other members of the Commission as part of the decision-making process;
- the member has expressed views in public respecting the subject matter of the decision; and
- the member has communicated directly with one of the parties respecting the subject matter of the decision.

This list is not exhaustive. If a member of the Commission is aware of any circumstances which might give rise to a bias issue, the member must disclose the circumstances to the Chair of the Commission or PEBA at the earliest opportunity.

In the event that the member is the Chair, disclosure must be made to the Vice-Chair or PEBA. The Chair may:

- remove the member from the panel of members that are making the decision;
- if the Chair is of the opinion that the circumstances may not warrant removal of the member, the Chair shall disclose the circumstances to the parties and provide them with an opportunity to make representations to the Commission with respect to the ability of the member to participate in the hearing; and
- the Commission shall determine the extent, if any, to which the member may participate in the hearing.

A member cannot be removed from the panel where doing so would mean that a quorum of members would not be present. A member is not required to disclose a relationship that is inherent in the manner of the member's appointment, such as being a member of the Plan or a member or employee of a body that is entitled to appoint a member of the Commission.

12.9 Commission Member's Acknowledgement

I ACKNOWLEDGE that I have read and considered the Code of Conduct and Conflict of Interest Procedures for members of the Municipal Employees' Pension Commission, and as a member of the Commission, agree to conduct myself in accordance with the Code of Conduct and Conflict of Interest Procedures as it applies to members of the Commission.

I UNDERTAKE to affirm in writing that I have read, understood and will comply with the most recent version of the Code of Conduct and Conflict of Interest Procedures for members of the Municipal Employees' Pension Commission.

Signature

12.10 History

Approval date:	September 16, 2005; November 16, 2007; September 18, 2008; September 17, 2010; and November 26, 2010
Last Review	November 19, 2021
Next scheduled review:	November 2022

III. General

Section 15 – Commission Liability

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15.1 Purpose

Subsection 13(1) of *The Municipal Employees’ Pension Act* establishes the Municipal Employees’ Pension Commission (the Commission) as the trustee of the Municipal Employees’ Pension Fund (the Fund). As trustees of the Fund, the Commission collectively, or its members individually, may from time to time find themselves subject to legal actions brought forward by a beneficiary or beneficiaries of the trust or other interested parties regarding actions taken by the Commission with respect to the investment or disposition of funds in the trust or the incursion of expenses related to the trust.

15.2 Commission Member Indemnification

A trustee is permitted to be indemnified out of the property of the trust for a liability incurred in the course of administering the trust, provided that the trustee has acted honestly and prudently. In addition, section 43 of *The Trustee Act, 2009* provides the following:

- 43 (1) In this section, ‘trustee’ includes a former trustee.
- (2) A trustee:
- (a) is accountable only for money and securities actually received by the trustee even though the trustee signed a receipt for the sake of conformity; and
 - (b) is answerable and accountable only for the trustee’s own acts, receipts, neglects or defaults, and not for those of any other trustee,

nor for those of any banker, broker or other person with whom the trust money or securities mentioned in clause (a) are deposited.

(3) A trustee may reimburse himself or herself for, or pay or discharge out of the trust money, all expenses reasonably incurred in or about the execution of the trustee's trust or powers.

(4) A trustee may:

(a) be indemnified out of trust money with respect to:

- (i) liabilities and expenses, including an amount paid to settle an action or satisfy a judgment, arising out of any matter or thing done honestly and in good faith relating to the exercise or attempted exercise of the powers and duties of the trustee; and
- (ii) legal fees and costs relating to a claim for which this subsection provides an entitlement to an indemnity; and

(b) receive out of the trust money an advance of money for the purpose of meeting an expense for which the trustee may be reimbursed or indemnified pursuant to this section.

(5) A trustee shall repay the money advanced to the trustee pursuant to clause (4)(b) if the trustee is found not to be entitled to be reimbursed or indemnified with respect to the expense for which the advance was made.

A trustee who has not acted honestly and prudently will not be eligible for indemnification by the trust. The purpose of clause 43(4)(b) of *The Trustee Act, 2009* is to recognize that the process of responding to a legal claim and establishing the trustee's honesty and prudence in their conduct as trustee can involve expenses causing significant financial hardship to the individual trustee.

In order to avoid conflicts of interest that arise by the very nature of the circumstances in which this policy would apply, the Commission has adopted criteria which, if met, will entitle the Commission and its members to access funds from the Fund for the purpose of undertaking a reasonable response to a claim without having to seek approval from the Commission.

The guiding principle behind the policy is that in all cases that the Commission member must have acted honestly and in good faith, and the onus lies with the Commission member to provide such information as may be required to make that determination.

Accessing Moneys from the Trust in Advance of a Determination of Liability – One Commission Member Named in Claim

Section 43 of *The Trustee Act, 2009* allows for a Commission member to access funds in the trust to pay legal expenses in advance of the determination of whether the Commission member (or members) in question has acted honestly

and prudently. The Commission's procedure for where a Commission member requires access to funds in the trust for that purpose is as follows:

1. Where a Commission member has been served with a Statement of Claim which in the Commission member's opinion will require that he or she seek legal representation, the Commission member will request in writing, via the Director, Policy and Governance, Public Employees Benefits Agency (the Director), that the Ministry of Justice or such other legal counsel as may be providing legal services to the Commission, assist the Commission member in responding to the claim.
2. Should the Commission's legal counsel decline the Commission member's request for assistance in responding to the claim, on grounds other than that, the Commission member has, in the opinion of counsel, acted dishonestly or in bad faith, the Commission member may retain legal counsel of his or her own choosing. The Commission member and legal counsel shall make an initial determination as to whether it may or will be necessary and appropriate, based on an initial assessment on the nature, merits, and scope of the claim, to access funds in the trust on an advance basis in order to provide an adequate response to the claim.
3. Where the Commission member, in conjunction with legal counsel, determines that an advance will be necessary, the Commission member shall provide to the Director, the following documentation:
 - A certified true copy of the Statement of Claim;
 - A written legal opinion from the member's legal counsel as to the applicability of section 43 of *The Trustee Act, 2009* to the circumstances of the claim;
 - An estimate of what the total fees and expenses will be to provide an adequate response to the Statement of Claim; and
 - If applicable, any outstanding invoice(s) received from the legal counsel as of the date of the Commission member's application to access moneys in the trust.
4. The Director will review the submission from the Commission member and undertake such investigation as the Director feels is necessary in order to determine whether the Commission member is entitled to an advance of funds pursuant to this policy.
5. The Director may seek the advice of the Ministry of Justice or such other legal counsel as may be providing legal services to the Commission in the course of determining whether the Commission member is entitled to an advance of funds pursuant to this policy.

6. Where the Director is satisfied that the Commission member is entitled to an advance of funds pursuant to this policy, the Director shall advise the Commission member in writing of the decision and shall prepare a report for the information of the Commission.
7. Where the Director is satisfied that the Commission member is not entitled to an advance of funds pursuant to this policy, the Director shall advise the Commission member in writing of the decision together with the reasons for the decision.
8. The decision of the Director is final.
9. Where the Commission member's claim for an advance of funds is successful, and until the claim against the Commission member is determined or otherwise settled, the Commission member will provide any invoices for claim to the Director who will take any such steps as may be necessary to verify the claim and authorize it for payment.
10. At each meeting of the Commission subsequent to a successful application for advance payment from the trust fund, the Director will provide a report for the information of the Commission indicating:
 - the details and amount of all invoices received with respect to the matter;
 - a cumulative total of all moneys to date paid out of the trust with regard to the matter;
 - any information that might affect the eligibility to the Commission member to continue receiving funds; and
 - the amount initially estimated by the Commission member.
11. The Director may at any time inquire of the applicant as to the status of the claim and where the Director is of the opinion that further explanation and details for an updated estimate of expenses in the matter may be required, the Director may request such further explanation and details of the applicant Commission member, reserving the right to suspend further advances from the fund until such time as the applicant Commission member provides same.
12. At the conclusion of the claim, the Director shall provide a report to the Commission containing such information as the Commission may reasonably require in order to determine whether the amounts advanced from the Fund are amounts to which the Commission member would be entitled to be indemnified, and if not, whether steps should be taken for the recovery of those amounts.

Accessing Moneys from the Trust in Advance of a Determination of Liability – More than One Commission Member Named in Claim

More than one Commission member may be named in a Statement of Claim and it may be necessary for more than one Commission member to access funds from the trust in advance in order to respond to the claim. In such cases the Commission members will have the option of seeking advance moneys from the trust individually or collectively as a group of Commission members.

In either case, the above process is to be followed with such modifications as may be necessary to maintain the effectiveness and integrity of the process.

Efficiency of Process

The Commission recognizes the need for timelines in responding to potential claims against the Commission or its members.

Where a member makes application to access funds to respond to a Statement of Claim, the Director will endeavor to bring the process to a conclusion with the greatest efficiency.

To that end, the Chair will consult with the Commission member and the Director as necessary to facilitate the efficient completion of the indemnification process.

15.3 Not Limiting Commission Member Right of Indemnification

Where for any reason a Commission member has not availed himself or herself (or a group of Commission members has not availed themselves) of the provisions allowing them to request moneys from the trust in advance of a determination of a Claim, nothing in this section of the Governance Manual is to be construed as prohibiting that Commission member from seeking reimbursement from the trust in accordance with the terms of *The Trustee Act, 2009* for expenses reasonably incurred in responding to a Claim merely because the Commission member(s) did not avail themselves of the process.

Where a Commission member is (or Commission members are) seeking reimbursement from the trust after the fact, the process described above is to be followed with such modifications as may be necessary to maintain the effectiveness and integrity of the process.

15.4 The Commission's Position on Third-Party Liability Insurance

The Commission can choose whether the risk of having to indemnify a member of the Commission for a liability should be borne by the fund, or shared with other parties through the purchase of third party insurance. The choice is between risking a potentially substantial payment out of the fund or incurring a cost that is certain.

The Trustee Act, 2009 provides trustees who act honestly and in good faith with liability protection. This protection is not provided in the event of wilful misconduct or criminal activity. Similarly, liability insurance purchased through a third-party insurer does not provide protection in the event of wilful misconduct or criminal activity.

It is the position of the Commission that it should not purchase third-party liability insurance. The reasons for this include:

- *The Trustee Act, 2009* already provides liability protection for trustees who act honestly and in good faith, therefore there is no advantage to members of the Commission in having insurance coverage for the same risk;
- Willful misconduct and criminal activities are the only activities for which there is a real possibility of liability on the part of individual Commission members. It is a matter of policy that there is an expectation that such activities will not be tolerated, and if they do occur, the member should face the consequences personally.
- The Commission has adopted governance policies and procedures that minimize the risk of there being liabilities for which the fund would be responsible for indemnification; and
- The history of the administration of the Municipal Employees' Pension Plan does not indicate a risk that justifies the additional cost of third party insurance.

15.5 History

Approval date:	September 1, 2006; September 21, 2007; February 26, 2010; and November 15, 2013
Last review:	November 19, 2021
Next scheduled review:	November 2022



City of
Prince Albert

INQ 22-6

MOTION:

Be received as information and filed.

ATTACHMENTS:

1. June 13, 2022 City Council Meeting Inquiry Responses

Written by: Sherry Person, City Manager

To: City Council
From: City Manager

June 13, 2022 - City Council Inquiries

Councillor	Inquiry #	Inquiry	Dep't Sent to	Date Responded	Response
Councillor Head	INQ#22-12	What is being done for messaging about the Boat Launch Parking Issues, will there be No Parking Signs being put up or tickets issued?	Public Works, Communications & Bylaw	4-Jul	<p>Director of Public Works has confirmed that 'No Parking' signs have been installed at the boat launch area.</p> <p>Director of Corporate Services has advised that Communications will be educating the public through social media posts on the parking requirements when utilizing the boat launch.</p> <p>Director of Planning & Development Services has advised that if complaints are received, Bylaw Enforcement will be in a position to ticket these infractions.</p>
Councillor Head	INQ#22-13	When will the intersection at 1 st Avenue East and 8 th Street be completed?	Public Works	21-Jun	<p>Director of Public Works: This intersection issue was a result of a water main break on January 28, 2022, followed by a second water main break on February 4. The water main on 8th St East dates back to 1909 and 1st Ave East to 1900. These mains were found to be in very poor condition and must be replaced. Therefore surface work could not proceed last month when the weather warmed up. The Water & Sewer Department has these water mains scheduled for replacement later in June and once replaced the concrete and asphalt will be restored.</p>
Councillor Kilmer	INQ#22-14	Can Administration look at solutions/signs to help alleviate parking/additional parking at the Alfred Jenkins Field House, specifically for spring sessions?	Community Services	30-Jun	<p>Director of Community Services: The City reviewed three parking lot options for the Alfred Jenkins Field House in 2019 and ultimately the option which provided closer accessibility parking was selected. It also provided the benefit of expanding the number of disability stalls and included the fire/drop off lane at the main entrance for a cost of \$213,000. At that time, the estimated cost to expand the parking lot to also include additional entrance/exits and 32 more parking stalls was \$490,000. To have the parking lot reconfigured now would require the removal of the new infrastructure and the estimated costs would be significantly higher than estimated in 2019.</p>
Councillor Miller	INQ#22-15	When is the Alfred Jenkins Field House going to get showers?	Community Services	28-Jun	<p>Director of Community Services: The Community Services Department does not currently have a timeline to install additional showers at the Alfred Jenkins Field House.</p>
Councillor Miller	INQ#22-16	Grass cutting is needed in the empty lots in the Northside corner lots of 9 th Avenue West and 13 th Street and 9 th Avenue West and 18 th Street.	Community Services	23-Jun	<p>Director of Planning & Development Services: As both properties are vacant and owned privately, Bylaw will follow up on the concern to ensure compliance with the Property Amenities Bylaw.</p>

To: City Council
From: City Manager

June 13, 2022 - City Council Inquiries

Councillor	Inquiry #	Inquiry	Dep't Sent to	Date Responded	Response
Councillor Miller	INQ#22-17	How is the buses situation coming along, as there was difficulty with buses not running on the West Flat and upper East Hill?	Public Works	22-Jun	Director of Public Works: 3 buses currently running and operating on East Flat and West Hill and East Hill Routes. These 3 routes were selected to operate as they have the highest ridership. Supply chain issues are preventing First Canada from getting the new buses SGI ready for service. The first "Auburn" bus is expected to be in service by June 24th. Another is expected to enter service by June 30th. The last 4 are expected to enter service by mid-late July.
Councillor Edwards	INQ#22-18	The Art Hauser Centre Parking Lot has an issue with vehicles burning around, squealing tires during the daytime, early evening and late evenings. What is the plan to fix this?	Mayor's Office	30-Jun	Mayor: This issue was brought forward at the June 22, 2022 Board of Police Commissioners meeting and a letter from the Board will be on the upcoming July 11 City Council agenda for Council to consider implementing a bylaw to prohibit stunting and to have cameras added to the AHC parking lot. *This item has been referred to the July 18 Executive Committee meeting by Agenda Review*