

To: Mayor and Members of Council

December 7, 2009

Re: Zoning Bylaw Review – Consultants Update

Background

On September 2009, Council adopted a resolution to engage the services of Garry Quiring for the purpose of reviewing the Town's Zoning Bylaw.

The purpose of this report is to provide the Consultant an opportunity to give a project update and seek Council support the next stage of the review.

Discussion

Mr. Quiring has completed a detailed review of the Town's Zoning Bylaw and has identified a number of sections of the Bylaw that require clarification. While the Administration has been able to answer most questions there are several that the Administration has no history or background on. Of particular note are questions around what is characterized as "the intent" behind various wording contained in various sections of the Bylaw. In order to assist the Consultant in his review and assessment of the Bylaw your Administration is proposing that Council consider engaging a session with Mr. Quiring by either:

- Scheduling a meeting of all Council members with Mr. Quiring during which he would seek clarity on questions he has about the Bylaw; or
- Designate two or three members of Council to meet with the consultant in an attempt to provide clarity. There are members that have served a few terms of elected office that might remember the intent behind various Zoning Bylaw clauses and amendments.

Budget Implications

There are no budget implications associated with this report.

Conclusion

The Consultant engaged to review the Town's Zoning Bylaw is making good progress. He has, however, reached a point in the review where he needs to understand the intent of certain zoning clauses. While the Administration has provided a great deal of clarity on certain matters, there are a number of areas of the Bylaw that the Administration has no history or background. Your Administration proposes that Council designate two of the longer term serving members of Council meet with the consultant to provide input.

Recommendation

Your Administration recommends that Council;

- Designate two of the longer serving members of Council to meet with the Consultant to bring clarity to a number of questions being raised about the intent of various Zoning Bylaw clauses.

Respectfully submitted,



Bryan Dimen,
Town Manager



Town Manager

To: Mayor and Members of Council

December 7, 2009

Re: Recreation Infrastructure Canada (RInC) Program – Ball Field Upgrades

Background

In June 2009, your Administration collaborated with the Broncos/Storm Ball Association to apply for funding under the RInC Program to provide improvements to the White City ball fields. The RInC Application was for \$240,000 represented by shared funding contributions as follows:

Municipal (White City)	\$70,000
Provincial	\$80,000
Federal	\$80,000
Broncos/Storm Ball Association	<u>\$10,000</u>
Total:	<u>\$240,000</u>

Your Administration is pleased to advise that the project has been approved. The purpose of this report is to obtain Council approval to enter into a formal agreement with the Federal Government to undertake the project.

Discussion

The Agreement attached herein as Appendix "A", would be with the Minister of Western Economic Diversification (WD), on behalf of the Federal Government of Canada, and the Town of White City. The WD portion of the project is \$80,000. The Province of Saskatchewan's share of the project is also \$80,000 which would form part of another separate agreement with the Town. The key elements of the approved project include:

- Purchase lighting and fencing;
- Install sod, clay infield and fencing;
- Installation of lighting, irrigation and electrical power grid; and

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- Construction of maintenance equipment/canteen facility.

The project would be managed by the Bronco/Storm Ball Association. The Town will administer the financial controls of the project. The Town's contribution to the project would be \$70,000. This represents \$35,000 which was approved by the Town as a capital contribution in the 2009 Budget. The additional \$35,000 was identified in 2010 as part of the Five Year Capital Budget document which is subject to Council approval as part of the 2010 Budget process. The Bronco/Storm Ball Association have committed \$10,000 in capital funding to the project. The WD funding approval is contingent on the Town entering into a formal agreement. The Key elements of the attached Agreement are:

- WD to commit \$80,000 to project;
- contracts in excess of \$50,000 must be tendered;
- amounts paid by WD shall not exceed:
 - i) 2010 - \$29,528 (March 31); and
 - ii) 2011 - \$50,472 (March 31).
- no contributions shall be paid out by WD for costs incurred after March 31, 2011;
- the Town shall pay for any cost overruns;
- start date of the project is November 16, 2009 and completion date March 31, 2011;
- the Town consents to a public funding announcement and for an official signing ceremony: [the official announcement is scheduled for December 18, 2009, 10:00a.m. in the Town Office.]

The Broncos/Storm Ball Association Project Manager, Mr. Scott Einarson regrets that he is unable to attend Council's December 7, 2009 Meeting. Mr. Einarson or a representative would attend the December 18, official announcement ceremony. He has also agreed to provide a formal presentation about the project including the implementation plan, at the Regular Meeting of Council on December 21, 2009.

Budget Implications

The RInC Program upgrade for the White City ball fields has been approved at a cost of not to exceed \$240,000. The funding is contingent on each level of government committing 1/3 each of the funding - \$80,000 each.

The Town of White City's contribution is \$70,000 which includes \$35,000 which was approved as part of the 2009 Budget process and another \$35,000 identified in 2010 of the Five Year Capital Budget. The latter is subject to Council approval. The Broncos/Storm Ball Association have committed to \$10,000 which together represents the municipal share of the project.

Conclusion

The Town, in collaboration with the Broncos/Storm Ball Association, have been successful in a grant application under the RInC Program. Funding in the amount of \$240,000 has been approved contingent on the three levels of government sharing the expense equally. The Agreement attached hereto as Appendix "A" has been prepared through the Minister of Western Economic Diversification. It represents the Federal Governments share of the project and requires the Town's approval before WD would release any funds. Your Administration proposes that Council enter the agreement.

Recommendation

Your administration recommends that:

Council enter into the Agreement, attached hereto, with the Ministry of Western Economic Diversification as part of the RInC Program approval process which releases Federal funding to undertake improvements to the White City ball fields.

Respectfully submitted,



Bryan Dimen,
Town Manager

THIS AGREEMENT made in duplicate

BETWEEN:

Her Majesty the Queen in Right of Canada
as represented by the Minister of Western Economic Diversification
(the "Minister")

- and -

White City, Town of
located at White City, Saskatchewan
(the "Recipient")

WHEREAS:

- A. The Minister is offering the Recipient a financial Contribution under the Recreational Infrastructure Canada - 2nd tranche for the Project described in this Agreement.
- B. The Recipient wishes to accept the financial Contribution under the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the promises and payments made herein, the parties agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise defined herein, the following terms shall have the following meanings:
 - (a) "Agreement" means this agreement together with all schedules and attachments and all amendments made in writing between the parties.
 - (b) "Assisted Capital Costs" means those costs described in the Statement of Work.
 - (c) "Assisted Non-Capital Costs" means those costs described in the Statement of Work.
 - (d) "Cancellation Date" means the date set out in the Statement of Work, which is the latest date by when the Recipient shall demonstrate to the Minister that the Project has commenced, which is usually indicated by the Recipient incurring Project Costs.
 - (e) "Completion Date" means the date set out in the Statement of Work, by when the Recipient must finish work on the Project.
 - (f) "Contribution" means the conditional financial payment from the Minister to the Recipient, described in more detail and the amount of which is set out in the Statement of Work, which shall only be applied towards the Project Costs, which are assisted.
 - (g) "Non-Assisted Capital Costs" means those costs described in the Statement of Work.
 - (h) "Non-Assisted Non-Capital Costs" means those costs described in the Statement of Work.

- (i) "Notice of Default" has the meaning ascribed to it in Section 6.2 of this Agreement.
- (j) "Performance Indicators" means the indicators more particularly described in the Statement of Work that the parties shall use to measure the progress and success of the Project.
- (k) "Project" means the project described in the Statement of Work.
- (l) "Project Costs" means those costs described in the Statement of Work.
- (m) "Stacking" means the maximum total funding toward the project, from federal, provincial and municipal government sources, expressed as a percentage of Total Project Costs as shown in the Statement of Work.
- (n) "Statement of Work" means the document attached to this Agreement as Attachment "A".
- (o) "Start Date" means the date set out in the Statement of Work, as the earliest date on which the Recipient can begin incurring Project Costs.
- (p) "Final Client Reporting Date" means the date set out in the Statement of Work, which is the final date by when the Recipient shall have provided such information and reports as requested by the Minister, with respect to the attainment of the Performance Indicators.
- (q) "Western Canada" means the provinces of British Columbia, Alberta, Saskatchewan and Manitoba.
- (r) "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining the Contribution or negotiating the whole or any part of its terms."

2. THE PROJECT

- 2.1 The Recipient shall carry out the Project in a diligent and professional manner.
- 2.2 The Recipient shall not alter the scope of the Project as defined in the Statement of Work without prior written consent of the Minister.
- 2.3 This Agreement shall not be amended or assigned in whole or in part by the Recipient without the prior written consent of the Minister.
- 2.4 The Recipient shall implement or operate the Project in Western Canada.

3. THE CONTRIBUTION

- 3.1 Provided the Recipient is in compliance with its obligations under this Agreement, the Minister shall provide the Recipient with a non-repayable Contribution not exceeding \$80,000, calculated as detailed in the Statement of Work. Disbursements not exceeding the amount of the Contribution will be made upon the Minister's receipt of the following from the Recipient, no later than six (6) months following the Completion Date:

- (a) one or more claims for reimbursement of the Assisted Capital Costs and the Assisted Non-Capital Costs, which the Recipient has incurred and paid, it being understood that the claim must be accompanied by such vouchers, receipts and other documentation, including progress reports, as may be requested by the Minister; and
 - (b) any other material that the Minister requests.
- 3.2 Any payment made by the Minister under this Agreement is subject to there being an appropriation by Parliament for the fiscal year in which the payment is being made.
- 3.3 The Recreation Infrastructure Canada Program Terms and Conditions expire on March 31, 2011 and as such no costs incurred subsequent to that date will be assisted.
- 3.4 The maximum amount that the Minister shall pay under this Agreement is the amount of the Contribution.
- 3.5 The Minister shall not pay any portion of the Contribution towards any Project Costs that the Recipient incurs prior to the Start Date or after the Completion Date.
- 3.6 The Recipient shall make requests for payment of the required portions of the Contribution at least annually, as of the Start Date, but not more frequently than four times per year.
- 3.7 The Minister shall not pay any interest on the Contribution.
- 3.8 (a) For the purposes of this Agreement, total government assistance, including any tax credit related to the Project to which the Recipient is or will be entitled, shall not exceed the stacking limit indicated on the Statement of Work.
- (b) The Recipient undertakes to inform the Minister promptly in writing of any reduction in Projects Costs or of any additional federal, provincial or municipal assistance that becomes available to the Project above the amounts set out in the Statement of Work. Should the stacking limit set out in the Statement of Work be exceeded, the Minister shall have the right to adjust the Contribution or to recover forthwith any excess assistance paid up to the total of the Contribution disbursed as a debt due Her Majesty the Queen in Right of Canada.
- 3.9 The Minister shall only make payments on Assisted Non-capital Costs incurred under this project for travel and hospitality within the guidelines provided by the Minister to the Recipient.

4. RECIPIENT'S REPRESENTATIONS AND COVENANTS

- 4.1 (a) The Recipient declares that any person who has been lobbying on its behalf to obtain the Contribution and who is required to be registered pursuant to the Lobbyists Registration Act was registered pursuant to such Act at the time the lobbying occurred.
- (b) The Recipient represents and warrants to the Minister that it has not, nor has any other person, corporation, or organization, directly or indirectly paid or agreed to pay, and covenants that it and they shall not directly or indirectly pay, any person to solicit this Agreement or the Contribution, for a commission, Contingency Fee or any other consideration dependent on the execution of this Agreement or the payment of the Contribution or any portion thereof.
- 4.2 The Recipient shall preserve and keep available, for six years after completion of the Project:

- (a) proper books of account recording project revenues and costs,
- (b) accounts and records that are necessary in the circumstances to support the books of account; and
- (c) adequate administrative documentation to support the Recipient's decisions made concerning the Project.

4.3 The Recipient shall, if requested by the Minister, permit any authorized representative of the Minister, or auditors engaged by the Minister or the Auditor General for Canada, reasonable access to its premises to do the following:

- (a) inspect and assess the progress of the Project.
- (b) examine the Recipient's books, accounts and any other records related to the Project and the Contribution, and to make copies thereof.

4.4 The Recipient shall provide the Minister with a list of all amounts owing in arrears to the federal government under any legislation or other contribution agreements and acknowledges that the Minister may offset the Contribution against any such amounts the Recipient owes in arrears to the federal government.

4.5 The Recipient shall not dispose of, or relinquish control over, any asset utilized in the Project, including intellectual property developed or acquired as a result of carrying out the Project, during the term of this Agreement, without the prior written consent of the Minister.

4.6 The Recipient shall obtain the prior written consent of the Minister to any change that, in the sole judgement of the Minister, may materially affect the ownership, management, or financing of the Recipient during the term of this Agreement.

4.7 The Recipient shall obtain appropriate insurance coverage for the Project and shall maintain such insurance coverage in full force and effect until the Project has been completed and shall provide evidence of such insurance coverage to the Minister, at the Minister's request.

4.8 The Recipient shall obtain all necessary licenses, permits, and approvals required for the Project by applicable legislation, regulations and by-laws.

4.9 The Recipient, if directed by the Minister, shall forthwith repay to the Minister any overpayments or unexpended balances of the Contribution, and such amounts shall constitute a debt due to Her Majesty the Queen in Right of Canada. These debts will be due upon notice to the Recipient and any amounts unpaid after 30 days from the day of notice will be subject to the same interest as would be calculated in an event of default as described in Section 6.5 of this Agreement.

4.10 The Recipient shall to the satisfaction of the Minister, ensure that all Project Costs are incurred in a manner that is transparent, competitive and consistent with value for money principles.

5. REPORTING

5.1 Project Reports, in a form satisfactory to the Minister, shall be submitted by the Recipient to the Minister on the following schedule:

- (a) A progress report at the end of every quarter of the Minister's fiscal year ending March 31, until the Final Client Reporting Date as defined in Attachment "A" of this Agreement. The reports will be due within 2 weeks of the fiscal quarter ending March 31, June 30, September 30 and December 31.
- (b) within 30 days of the Completion Date of the Project, a Project completion report which shall include, without limitation, the following:
 - i) a summary of milestones completed,
 - ii) the extent to which performance indicators were achieved, and
 - iii) a description of the benefits that have accrued to date.
- (c) any financial statements or additional reports as may be requested by the Minister.

5.2 Following the Completion Date of the Project, the Recipient shall submit reports as required in accordance with the Project Measurement section of the Statement of Work.

6. DEFAULT

6.1 The following constitute events of default on behalf of the Recipient:

- (a) submitting false or misleading information to the Minister or failing to disclose relevant information which may have a negative impact on the Recipient's financial position;
- (b) failing to satisfy a term or condition of this Agreement;
- (c) becoming bankrupt or insolvent, going into receivership or taking the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors; or
- (d) the Recipient is dissolved or ceases to carry on business.

6.2 If an event of default occurs, the Minister may inform the Recipient, by a notice dated and in writing (the "Notice of Default"), of one or more of the following:

- (a) that the Minister's obligation to pay the Contribution to the Recipient is hereby terminated as a result of an event of default occurring;
- (b) that the Recipient shall repay to the Minister, all or part of the Contribution forthwith and that such an amount is a debt due to Her Majesty the Queen in Right of Canada and may be recovered as such;
- (c) the Recipient shall transfer any assets it has acquired through the proceeds of the Contribution to a third party, as directed by the Minister; and
- (d) the Recipient shall use its best efforts to dispose, at fair market value as determined at the sole discretion of the Minister, of any assets it has acquired through the proceeds of the Contribution and shall provide the Minister with the proceeds of such disposal, as directed by the Minister.

6.3 Unless the Recipient satisfies the Minister, within two (2) weeks of the date of the Notice of Default, that either the event of default has not occurred or that it has fully remedied the event of default, the Recipient shall be fully bound by and comply with the terms of the Notice of Default.

- 6.4 The Recipient shall pay, in addition to any amount due as a result of an event of default, interest on such amount, calculated from the date of the Notice of Default until the date that the full amount payable has been received by the Minister.
- 6.5 In accordance with the *Interest and Administrative Charges Regulations* under the *Financial Administration Act*, the rate of interest on the amount due as a result of an event of default, shall be fixed at 3 percent above the minimum rate at which the Bank of Canada is prepared to make loans as at the date of the Notice of Default.
- 6.6 Section 6 of this Agreement shall survive the expiration or termination of this Agreement.

7. ENVIRONMENT

- 7.1 The Recipient represents that any environmental issues or concerns relating to the Project which are known or ought to be known to the Recipient have been disclosed to the Minister, and the Recipient shall inform the Minister of any environmental issues or concerns regarding the Project which arise during the term of this Agreement.
- 7.2 The Recipient shall obtain all certificates, consents, permits and approvals required for compliance with applicable legislation and shall comply with the requirements of such legislation and use its best efforts to resolve any environmental issues that may arise.

8. NOTICE

- 8.1 (a) Any notice or communication authorized or permitted with respect to this Agreement shall be effectively given if:
- (i) delivered by hand;
 - (ii) sent by letter; or
 - (iii) sent by facsimile.
- (b) Any notice that is delivered by hand shall be deemed to have been received on delivery. Any notice which has been mailed shall be deemed to have been received eight (8) calendar days after being mailed. Any notice sent by facsimile shall be deemed to have been received twenty-four (24) hours after the time that is printed on the dispatcher's confirmation slip.
- 8.2 (a) The Minister's address for notice shall be:
- Randy Winnitowy
Acting Director General, Operations
Department of Western Economic Diversification
P.O. Box 2025
Suite 601, 119 - 4th Avenue South
Saskatoon, Saskatchewan S7K 3S7
FAX #: (306) 975-5484
- (b) The Recipient's address for notice shall be:
- Mr. Bryan Dimen
White City, Town of
Box 220

White City, Saskatchewan S0G 5B0
FAX #: (306) 781-2194

- (c) Either the Minister or the Recipient may change the address and other information stipulated above, provided that a written change of address notice is issued to the other party.

9. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS

- 9.1 The Recipient shall comply with the requirements contained in Attachment "B" concerning public announcements, placement of signs, official ceremonies, and publications including news releases and annual reports.
- 9.2 If applicable, in making any announcements of this Contribution, the Recipient shall comply with the spirit of the "Official Languages Act".

10. INDEMNITY

- 10.1 The Recipient shall indemnify and save harmless the Minister and the Minister's representatives, successors, assigns, servants and agents against and from all actions, suits, damages, losses, charges, expenses, claims and demands whatsoever (including necessary legal costs) which may hereafter be brought or made against the Minister or which the Minister may sustain, pay or incur as the result of or in connection with or arising out of any action of the Recipient.
- 10.2 The Minister's liability under this Agreement shall be limited in the aggregate to a sum equal to or less than the Contribution.
- 10.3 Section 10 of this Agreement shall survive the termination or expiration of this Agreement.

ATTACHMENT "A"

Statement of Work

I PROJECT SCOPE**i) Description**

The Recipient shall undertake activities that will provide for ball field upgrades in the Town of White City. Activities to be undertaken include expanding the existing facility, and installing electrical and irrigation systems. These upgrades will result in a ball field that can be designated as a Class "A" facility, one which is suitable to host regional championships. The project will create 15 person months of work.

ii) Project Location

The Recipient shall carry out the Project in White City, Saskatchewan.

iii) Project Costs

<u>PROJECT COSTS</u>	<u>Project Costs</u>	<u>WD Assistance</u>	<u>WD %</u>
Assisted Capital			
Other Construction			
Other Construction	\$240,000	\$80,000	34%
Total Assisted Capital	\$240,000	\$80,000	34%
Total Assisted	\$240,000	\$80,000	34%
TOTAL PROJECT COSTS	\$240,000	\$80,000	34%

Eligible expenses include costs associated with ball field upgrades in the Town of White City. This includes extending the height of the homeplate backstop, extending the overall ball field dimensions, installing a clay infield, extending the outfield and base line fences, the purchase and installation of lighting poles, installing main electrical power grid, installing an irrigation retention system, installation of sod, and the construction of a maintenance equipment / canteen facility, as well as any reasonable costs involved with completion of the project.

WD may require that contracts over \$50,000 be tendered.

The above costs include only Project Costs, as set out above, incurred directly to carry out the Project and are subject to verification as direct amounts for which payments to third parties can be proven.

iv) Cashflow

The amounts to be paid by the Minister shall not exceed the following amounts in the Minister's fiscal years ending March 31:

<u>Year</u>	<u>Amount</u>
2010	\$29,528
2011	\$50,472

v) Special Conditions

Ongoing Conditions for the Term of the Agreement

- 1) Funding for this project does not imply, directly or indirectly, any commitment by the Minister for continued funding for this project after this Agreement has been completed.
- 2) The Recipient shall pay for all cost overruns related to this project that exceed the aggregate levels of funding described in Attachment "A", Statement of Work.
- 3) The Minister may hold back 10% of the contribution until a final project report satisfactory to the Minister is received from the Recipient.

Special Conditions for Specific Events or Timing

- 1) The Minister will not make any contribution towards project costs incurred by the Recipient after March 31, 2011.
- 2) In case of sale or other disposition of the project assets, or where projects are not materially complete prior to March 31, 2011, the Minister reserves the right to cancel in whole or in part, and require repayment proportional to the contribution made to the project.
- 3) The Minister agrees, subject to the terms and conditions of this Agreement, to pay a contribution to the Town of White City of not more than 33.33 per cent of the total Eligible Costs of the Project, during the two Fiscal Years, starting in 2009-2010 and ending in 2010-2011, up to a maximum of \$80,000.
- 4) The Minister has no obligation to make a Contribution toward Assisted Capital Costs as set out in the Statement of Work unless the Recipient demonstrates, to the satisfaction of the Minister, the supplier was selected through a competitive process and the Recipient chose the supplier offering the best value that also fully met the requirements of the Project.
- 5) The Minister shall not make any disbursements of the Contribution until the Recipient provides evidence, satisfactory to the Minister, of all sources of funding for the entire Project.

vi) Dates

- a) Start Date - November 16, 2009
- b) Completion Date - March 31, 2011
- c) Cancellation Date - December 16, 2009
- d) Final Client Reporting Date - April 30, 2011

vii) Stacking Limit and Funding

Stacking Limit	100 %
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PROJECT FUNDING

WD Non Repayable	\$80,000
Other Municipal Town of White City	\$80,000
Other Provincial Saskatchewan Municipal Affairs	\$80,000
TOTAL PROJECT FUNDING	\$240,000

II. PROJECT MEASUREMENT

This section describes the basis for measuring the progress, outcomes and success of the Project. Reporting by the Recipient shall reflect these parameters.

i) Timeline of Project Activity

a) Purchase lighting and fencing	Mar 2010
b) Install sod, clay infield and fencing	May 2010
c) Installation of lighting, irrigation and electrical power grid	Sep 2010
d) Construct maintenance equipment / canteen facility	Sep 2010

ii) Performance Indicators

	<u>Indicator</u>	<u>Baseline</u>	<u>Date</u>	<u>Target</u>	<u>Date</u>
a)	# new and improved local infrastructure elements	0	Nov-2009	1	Mar-2011
b)	# person months created or maintained	0	Nov-2009	15	Mar-2011

iii) Methodology & Timing

1) Progress on project shall be evaluated against project performance indicators.

The Recipient shall continue to provide information and reports with respect to the Performance Indicators, as requested by the Minister, until the Final Client Reporting Date.

ATTACHMENT "B"

COMMUNICATIONS PROTOCOL

For Community Adjust Fund (CAF) and Recreational Infrastructure Canada (RInC) Projects

Funding Announcement and/or Official Signing Ceremony

1. (a) The Recipient hereby consents to a public funding announcement and/or an official signing ceremony by, or on behalf of, the Minister in the form of a news release, or news conference, if recommended by the Minister.
- (b) The Minister shall inform the Recipient, in writing, of the date on which the public announcement is to be made and ensure the proposed date permits the participation of both parties, or their representatives, and the Recipient shall maintain the confidentiality of the Agreement until such date.
- (c) The Recipient shall advise the Minister, in writing, at least fourteen (14) days in advance of any official ceremony to be held in connection with the Project.
- (d) The Recipient hereby consents to the participation by the Minister, or a representative of the Minister, at any such official ceremony and to have the event take place on a day mutually agreed upon by the Recipient and the Minister. (Posting of the contribution on the WD website under the Proactive Disclosure¹ initiative does not constitute a project funding announcement.)

Federal Funding Recognition

2. (a) The Recipient also consents to the placement of a bilingual sign that identifies the federal government's participation in the Project, on the project site at any time prior to the completion of the Project, if recommended by the Minister.
- (b) The Recipient shall, in all of its publications, public website, news releases and presentations regarding the Project, or making mention thereof, including in its annual reports, acknowledge, if recommended by the Minister, that the Project was supported and/or funded in part by Western Economic Diversification Canada.
- (c) Any use of Western Economic Diversification Canada's name, its Federal Identity Program (FIP) official government identifier with the Canadian flag logo, or the Canada wordmark, requires prior written approval of the Minister.

Project Milestones

3. (a) The Recipient shall provide the Minister with an opportunity to participate in milestone events and provide milestone information and proposed dates for milestone events at least 28 days in advance, thereby enabling the Minister to use the opportunity to promote the Recipients project and WD's role in it.

- (b) The Recipient agrees to the implementation of appropriate communications activities, which the Minister or the Recipient may initiate in conjunction with the other, such as a feature story, an official opening, ceremonies, celebrations. The Minister and the Recipient shall cooperate in these activities. Examples of project milestones, for promotional purposes, include:
- Sod-turnings / Ribbon cuttings / Grand openings / Plaque unveilings
 - Awards
 - Completion of prototype and first product produced
 - Penetration of new markets, significant sales, new contracts
 - First shipment or launch of new product, new technology
 - Completion/graduation of training by students or interns
 - Launch of new program, tool or reference
 - Research discovery
 - Promotional/Media campaign

Success Stories/Photos

4. From time to time Recipients may be required to provide support and photos for the development of articles to be used in departmental publications and/or its public website. It is understood that, in accepting the funding, Recipients agree to provide support when called upon.

Proactive disclosure is an initiative of the Government of Canada whereby all grants and contributions greater than \$25,000 are posted to departmental web sites 60 days following the financial quarter.

Visit <http://www.wd.gc.ca/images/content/10036a-eng.pdf> for guidelines on how to acknowledge WD's support.

To: Mayor and Members of Council

December 7, 2009

Re: Strategic Planning – The Need for Planning

Background

At their Regular Meeting of Council on November 23, 2009 Council considered an Administrations report on the matter of strategic planning. Council adopted a resolution to table the report to the December 7, 2009 Council meeting.

Your Administration invited a Strategic Planning Consultant to the meeting to present a proposed planning process. During the discussion that ensued, Council asked a number of questions about the need and value of a strategic plan.

The purpose of this report is to provide Council with additional information about the value of a strategic plan for the Town.

Discussion

Strategic planning is a management tool that is used to help an organization do a better job. It is a process that assists an organization in shaping and guiding its decisions and actions in a focused and deliberate manner. Strategic planning serves a variety of purposes in an organization including to:

- Clearly define the purpose of the organization, and to establish realistic goals and objectives consistent with that mission in a defined time frame within the organizations capacity for implementation;
- Communicate those goals and objectives to the Town residents and other interested constituents;
- Develop a sense of ownership;
- Ensure the most effective use is made of the Town's resources by focusing them on the key priorities;
- Provide a base from which progress can be measured and establish a mechanism for informed change when needed;
- Bring together everyone's best and most reasoned effort and value in building a consensus about where the organization is going;

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- Provide clearer focus for the organization, producing more efficiency and effectiveness;
- Bridge staff and Council by establishing Councils priorities which allows Administration to align their work plans;
- Build stronger teams on Council and staff; and
- Increase productivity from increased efficiency and effectiveness.

Strategic planning in itself will not solve all an organizations problems but it is useful in bringing clarity to where an organizations priorities are. A strategic plan is only as good as the input it receives from the participants. To fully succeed the plan needs full commitment and buy in from everyone in the organization and in particular the Manager and Mayor who are the leaders of in respective roles.

Budget Implications

There are no budget implications associated with this report

Conclusion

A Strategic plan is an important management tool that assists organizations in making decision which are consistent with the realities of the day and in context of available resources. It is a tool that is used to communicate an organizations priorities, goals and aspirations with its constituents in a transparent and meaningful manner.

The development of a strategic plan is hard work but the real challenge comes in converting the plan into tangible, measurable actions. This requires the full commitment of not only the board members within an organization but from the staff.

Recommendation

Your Administration recommends that this report be received as information and filed.

Respectfully submitted,



Bryan Dimen,
Town Manager



Town of White City

Office of the Town Manager
Box 220 STATION MAIN
White City, SK S4L 5B1
Phone: (306) 781-2355 Fax: (306) 781-2194
E-Mail:

To: Mayor and Members of Council

November 23, 2009

Re: Strategic Planning Process-Planning Sessions

Background

One of the key objectives identified by Council during interviews for the position of Town Manager was the need for Council to engage in strategic planning. Now that the municipal elections are over and there is stability on Council for another three years, it would be an opportune time to begin the process of strategic planning.

The purpose of this report is to present Council with a planning process and a facilitator to consider in determining how they would like to proceed with the development of a strategic plan.

Discussion

Council has identified a need for a strategic plan that can provide a framework within which they can make better decisions and policy direction. They recognize that the Town has limited resources and want to ensure that the decisions they are making are aligned with the community's priorities and needs. The development of a Strategic Plan is an important step in this direction.

The Administration has met with T. Bakkeli Consultants Inc. (TBC) to discuss the components and process involved in the development of a strategic plan for White City. Attached as Appendix "A" is a proposal that describes the strategic planning process that would be applied by TBC in the development of a plan.

T. Bakkeli Consultants Inc. (TBC) would design and facilitate the workshops, provide tools and templates for information collection and strategy development, and provide feedback regarding materials drafted by the Manager.

The professional fees charged by TBC are based on an hourly rate of \$150.00 plus applicable taxes and various out of pocket expenses. It is anticipated that the time necessary to provide design, facilitate and complete the strategic planning process and support documents would be 45-55 hours.

TBC has considerable demonstrated experience in developing and implementing a broad range of assignments including strategic planning as highlighted in the Biography in Appendix "B". Ms. Bakkeli, the president of TBC, has a broad portfolio including appointments to a number of prestigious Boards. She is a well respected and an extremely competent professional.

Budget Implications

The cost to design, facilitate and support the development of a strategic plan for the Town of White City would be approximately \$7,500. The Administration had identified the development of a Strategic Plan as part of the 2009 Budget.

Conclusion

The development of a Strategic Plan for the Town of White City was identified by Council as an important undertaking. T. Bakkeli Consultants has been identified by your Administration as a very capable and competent consulting firm that would be well suited to assist with the development of a plan. It is important, however, that Council be comfortable with not only the process but the consultant. While this does not guarantee a successful plan in itself, it does ensure that Council is at least comfortable with the process and facilitator which improves the chances of developing a successful plan.

Your Administration proposes that TBC meet with Council to present the proposed process so Council has the opportunity to meet the consultant in person before they make a final decision on a strategic planning process and facilitator.

Recommendation

Your Administration recommends that:

1. The information presented in their report be received as information.

Respectfully submitted,



Bryan Dimen,
Town Manager



To: Mayor and Members of Council

December 7, 2009

Re: Vacation Days – Town Manager

Background

The Town Manager's contract with the Town of White City includes clauses that determine how vacation days may be used.

The purpose of this report is to seek Council approval to allow the Town Manager to carry forward 2009 vacation days into January 2010.

Discussion

The Town Manager began employment with White City on April 20, 2009. The Manager's contract with the Town states that any unused vacation days at the end of the calendar year would be paid out in cash. The Manager has not taken any vacation days in 2009 but would like to carry forward five vacation days from 2009 and use them from January 11 to 15, 2010, inclusive. The remaining 2009 vacation days would be paid out as per the contract.

Budget Implications

Carrying forward five vacation days into 2010 would reduce the Town's cash payout to the Manager by approximately \$1,800.00

Conclusion

The Town Manager is requesting approval to carry forward five unused vacation days from 2009 into 2010. The five days would be used from January 11 to 15, 2010, inclusive. Council approval is required to accommodate this request in context of the Town Manager's contract with the Town which specifies that vacation time must be taken in the calendar year it is accumulated or be paid out to the Manager.

Recommendation

Your Administration recommends that Council give favorable consideration to the Town Manager's request.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Bryan Dimen', enclosed within a hand-drawn oval.

Bryan Dimen,
Town Manager



Town of White City

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Box 220 STATION MAIN

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Phone: (306) 781-2355 Fax: (306) 781-2194

To: Mayor and Members of Council

November 23, 2009

Re: Waste Water Management Project – CN Railway Crossing Agreement

Background

The Town of White City and the RM of Edenwold are currently partnering in the development of a sanitary force main/lift station project. The project has Federal and Provincial funding and is fully engaged. Part of the project involves constructing the force main through a CN line. The engineering consultants engaged in the project have made application on behalf of the project to cross the line.

The purpose of this report is to obtain Council approval to enter into an agreement with CN on behalf of the Waste Water Management Authority Committee.

Discussion

CN had agreed in principal to allow the force main to cross their line at mile 081.07 Glenavon Subdivision, to the northeast of the White City lagoons. The Agreement is attached here to as Appendix "A". Arrangements for the installation of the force main can begin when CN receives the following:

- Two copies of the Crossing Agreement signed under corporate seal or witnessed;
- One copy of the letter attached as Appendix "B" signed under corporate seal or witnessed; and
- A cheque in the amount of \$2,625.00 payable to Canadian National Railway Company.

Budget Implications

The cost to obtain approval from CN for the crossing would be \$2,625. This amount would be a charge back to the project which has Federal and provincial funding.

Conclusion

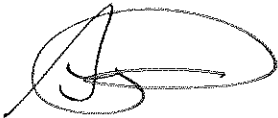
It is necessary to enter into the Crossing Agreement with CN to complete the Wastewater Management Project. The cost associated with the approval process would be \$2,625.00. This amount would be a charge to the Waste Water Project which has Federal and Provincial funding.

Recommendation

Your Administration recommends that Council:

1. Sign the CN Crossing Agreement/and letter outlining the terms and conditions on behalf of the Wastewater Management Authority Committee; and
2. Authorize payment of \$2,625.00 to CN as part of the Crossing Approval process.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Bryan Dimen', written in a cursive style.

Bryan Dimen,
Town Manager



Town Manager

To: Mayor and Members of Council

December 7, 2009

Re: Wastewater Management Authority –
Project Cost Sharing Formula with the RM of Edenwold

Background

On December 1, 2009 the Wastewater Management Authority met to discuss various matters related to the Wastewater Treatment and Force Main/Lift Station Utility Project. One of the more important points discussed was the cost sharing of the Municipal portion of the project.

The purpose of this report is to present the cost sharing model proposed at the Authority meeting and to seek Council approval for the funding formula.

Discussion

In July 2009, the Town, on behalf of the Wastewater Management Authority, entered into an agreement with the Federal Government of Canada Infrastructure Stimulus Fund (ISF) to construct the Wastewater Treatment and Force Main/Lift Station utility project. Funding in the amount of \$4.760M was approved for the project which is cost shared equally by the Federal, Provincial and Municipal levels of government. The municipal share of the project would be \$1,596,668.00. Because the project is a joint venture between the RM of Edenwold and the Town of White City, it is necessary to agree on what our respective municipalities' contribution would be of the municipal portion of the grant.

Preliminary discussion on a cost sharing arrived at the following funding formula:

- The municipal share \$1,596,668.00, would be funded equally by the RM and the Town of White City;
- Households and businesses connected to the service would be subject to a \$4,000/unit connect fee;

1/3

- Funds generated through the connect fee would flow to the Authority and be used to sustain and upgrade and expand the utility; and
- The Authority would pay back the Town's and RM's initial investment in constructing the Force Main/Gravity List Station.

This approach appeared to receive the majority support of the Authority members.

The Administration and Councillor Snyder, the Chairman of the Authority, have some concerns about the aforementioned funding formula. Appendix "A" attached to hereto, provides supplemental information to the proposed funding formula and in particular raises the question about the reasonableness of including existing Emerald Park households in the funding formula considering that they would gain an immediate benefit from the Force Main/Gravity Line Project. The proposed funding formula does not appear to acknowledge this point.

Budget Implications

If the funding scenario as identified by the Authority is adopted, it will be necessary for the Town to contribute \$798,334.00 as its share of the municipal portion of the ISF grant for the wastewater project. Your Administration is still completing a detailed review of the Town's finances. We anticipate the review to be completed by the end of December. Preliminary indications are that the Town may have sufficient reserve to fund its portion of the grant without seeking Saskatchewan Municipal Board approval but the Administration would like to complete its financial assessment first before a final commitment is made on this matter.


Conclusion

The Wastewater Management Authority met on Dec 1, 2009 and proposed a funding formula for the project. Based on what was agreed to, each municipality would cost share equally for the initial \$1,596,668.00 capital construction cost and \$4,000.00 thereafter for each household/business connect to the service. The connect fees would be paid to the Authority. The Authority would repay the Town's and RM's initial capital contribution for the project and retain remaining funds to sustain and further develop the wastewater utility.

Recommendation

Your Administration recommends that Council review the financial funding formulas proposed by the Wastewater Management Authority and provide direction to its Authority members as part of their ongoing negotiations with the RM of Edenwold.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Bryan Dimen', enclosed within a large, loopy oval shape.

Bryan Dimen,
Town Manager

Future Average Wastewater Flows for Pump Station Catchment Area - Additional Information for Discussion Purposes APPENDIX "A"

Area	Acres	Lots	
Existing Emerald park	161	485	
Fariways West	57.8	174	
NW of Station	163.8	492	
NE of Station	31.4	95	
S of Beltridge W of creek	21.5	65	
SE of station	140	421	
S of station	117.3	352	
	692.8	2084	
Area in White City's jurisdic	195.2	587	28%
	0.281755196	0.2817	
Area in the RM's jurisdicior	497.6	1497	72%
	0.718244804	0.7183	

Force main & gravity to Stat	640,000.00
Lift Station	1,440,000.00
Force Main to WC Lagoons	1,620,000.00
Engineering and Contingen	1,060,000.00
	4,760,000.00

RM	640,000.00 plus 72% of remaining work	\$2,966,400.00	\$3,606,400.00
WC	28% of remaining work	\$1,153,600.00	\$1,153,600.00
			\$4,760,000.00

Less 2/3 covered by other levels of government

RM	\$3,606,400.00	0.333	\$1,200,931.20	1497	\$802.23 cost per lot
WC	\$1,153,600.00	0.333	\$384,148.80	587	\$654.43 cost per lot

Discussion about possible cost allocation for the project began with the spreadsheet above. The initial discussion centered around the number of lots/houses that the project was designed to accommodate. The areas within the jurisdiction of each municipality were identified with approximately 30% within White City and 70% in the RM.

Discussion about the lands south of Betteridge Road (Clear Vistas) centered around feasibility of the project, whether the lands might be annexed into the town. It was decided that for the time being that we would set this land aside when discussing the costs for this infrastructure project.

This decision left the committee with a similar number of lots/houses that would be connected to and benefit from the proposed project. RM (485 existing/175 new) White City(587 new).

The discussion turned to the possibility of the RM and the town funding the proposed project on a 50/50 basis with the owners of the affected properties being levied a fee to repay the costs incurred by the respective municipalities. This could be done on a cost recovery basis which would be something less than \$1000 per lot/household. There was also discussion about charging a fee based not on the cost to the municipalities after grants but on the actual value of the project. This would require a fee approaching \$4000 per lot/ household. The second option was considered to be an opportunity for the WTA to generate funds that would be used for future phases of the long term plan for wastewater treatment in the area.



To: Mayor and Members of Council

December 7, 2009

Re: Employee and Council Payroll – Direct Deposit

Background

The Administration currently pay employees once a month and provide elected officials remuneration every two months. All funds are disbursed by hard copy cheque.

The Administration has received a request from staff to consider pay bi-monthly and through direct bank deposit.

The purpose of this report is to propose to Council that all employees of the Town be paid bi-monthly and that employees and elected officials be paid salary and remuneration respectively by direct bank deposit.

Discussion

Your Administration inquired about Labour Standards as it applies to employees pay period. It was learned that part time employees must be paid bi-monthly. This is contrary the Town's current practice. In consideration that the Town has no choice but to comply with regulations affecting pay periods for part time employees, the Administration evaluated moving all salaried employees to a similar bi-monthly schedule. A survey of employees determined this would be preferred payment schedule and would be easy to administer.

The Administration has also evaluated direct bank deposit as a method of disbursing employee payroll and elected officials remuneration. This method of payment has the following benefits:

- It is a more efficient for our financial services staff to manage this process than the current cheque method;
- Employees and elected officials are guaranteed receipt of funds on a specific date no matter what their availability; and

- Financial services staff do not have to be at work to ensure employees or elected officials receive their pay/remuneration on time. Payroll transfers can be set up in advance through the bank to occur on a predetermined date.

Your Administration proposes that it be mandatory for all Town employees and elected officials to be paid by the direct deposit method.

Budget Implications

There are no additional costs to the Town associated with the changes proposed to pay method and schedule.

Conclusion

The Town has learned that to comply with Labour Standards regulations, it must pay its part time employees bi-monthly. In recognition of this the Administration is proposing that all salaried employees be paid on the same schedule. It is also staffs preference to be paid bi-monthly.

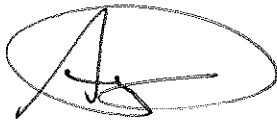
The Administration is proposing that all Town employees and elected officials receive their pay and remuneration by direct bank deposit. This method of payment is more efficient for financial services staff to process and a more convenient form of payment for employees and elected officials.

Recommendation

Your Administration recommends that:

- Elected officials and Town employees receive their remuneration and pay through direct bank deposit only; and
- Town employees be paid on the 15th day and the last day of each month.

Respectfully submitted,



Bryan Dimen,
Town Manager