



EXECUTIVE COMMITTEE

**Wednesday, December 2, 2015
11:45 AM**

Henry Baker Hall, Main Floor, City Hall



Office of the City Clerk

**Public Agenda
Executive Committee
Wednesday, December 2, 2015**

Approval of Public Agenda

Minutes of the meeting held on November 4, 2015

TABLED REPORTS

EX15-20 Multi-Year Budgeting

Recommendation

1. That Administration continue generating one year Operating Budgets and five year Capital Budgets up to, and including, the 2018 budget year.
2. That a multi-year approach to developing operating and capital budgets be introduced starting with the 2019 budget that has the following characteristics:
 - a. An annual review and Council approval of operating budgets, mill rates and the associated property tax bylaw.
 - b. An annual review and Council approval of an operating budget forecast that covers up to the next four years, in accordance with the remaining years of each Council's term, at a level of detail sufficient for providing indicative guidance about services, service level and mill rate changes in each year of the forecast period.
 - c. An annual review and Council approval of a five-year capital budget, including multi-year funding commitments where applicable, consistent with current practice.
3. That items EX11-50 and MN15-1 be removed from the list of outstanding items for the Executive Committee.
4. That this report be forwarded to the September 28, 2015 meeting of City Council for approval.



Office of the City Clerk

ADMINISTRATION REPORTS

EX15-30 Special Event Grants - Fall 2015

Recommendation

1. That \$9,000 be provided to Cathedral Area Community Association for 25th Anniversary of the Cathedral Village Arts Festival, May 23-28, 2016.
2. That \$24,000 be provided to The Cabinet Collective Inc. for a three-month city-wide arts and cultural festival, the Caligari Project, starting on September 30, 2016.
3. That \$12,200 be provided to Ukrainian Canadian Congress – Saskatchewan Provincial Council, Incorporated for A National Celebration of 125 Years of Ukrainians in Canada on October 1, 2016.

EX15-31 Regina Regional Opportunities Commission (RROC) - Transition to a Non-Profit Corporation controlled by the City of Regina

Recommendation

1. That following the issuance of the Articles of Incorporation by the Saskatchewan Corporate Registry registering the Regina Regional Opportunities Commission (“RROC”) as a non-profit corporation under *The Non-Profit Corporations Act, 1995* (Saskatchewan) (the “Non-Profit Act”) with the name Economic Development Regina Inc., City Council authorize the Chief Financial Officer to finalize and approve the unanimous membership agreement setting forth the governance principles for RROC (the “Unanimous Membership Agreement”).
2. That the City Clerk be authorized to execute the Unanimous Membership Agreement after review and approval by the City Solicitor.
3. That the City Solicitor be instructed to bring forward a bylaw to repeal Bylaw 2009-20, *The Regina Regional Opportunities Commission Bylaw*, once RROC has been registered as a non-profit corporation and the City Clerk has executed the Unanimous Membership Agreement.
4. That this report be forwarded to the December 21, 2015 meeting of City Council for approval.



Office of the City Clerk

EX15-32 Buffalo Pound Water Treatment Plant – Governance Review and Restructuring

Recommendation

1. That the City of Regina and City of Moose cause their respective interests in the Buffalo Pound Water Administration Board (the “Board”) to be incorporated as a non-profit corporation under *The Non-Profit Corporations Act, 1995* (Saskatchewan) with the following attributes:
 - (i) four classes of memberships (Class A-voting, Class B- voting, Class C- non-voting and Class D – non-voting);
 - (ii) the City of Regina be issued 74 Class A voting memberships in the corporation; and
 - (iii) the City of Moose Jaw be issued 26 Class A voting memberships in the corporation; and
 - (iv) the corporation be named the “Buffalo Pound Water Treatment Corporation”
2. That the City Solicitor be authorized to finalize and file the Articles of Incorporation at the Saskatchewan Corporate Registry to bring effect to the incorporation as outlined in recommendation 1.
3. That the Chief Financial Officer be designated as the City’s proxy for the purposes of exercising the City’s voting rights in Buffalo Pound in accordance with such direction as may be provided by City Council from time to time.
4. That City Council authorize the Chief Financial Officer to finalize and approve the unanimous membership agreement setting forth the governance principles for Buffalo Pound (the “Unanimous Member’s Agreement”) pending the issuance of the Articles of Incorporation by the Saskatchewan Corporate Registry.
5. That City Council authorize the Chief Financial Officer to finalize and approve the terms of a long term water access agreement between the City and the Plant to ensure secured long term permanent water access for the City (the “Water Access Agreement”)
6. That the City Clerk be authorized to execute the Unanimous Member’s Agreement and Water Access Agreement after review and approval by the City Solicitor.
7. That this report be forwarded to the December 21, 2015 meeting of City Council for approval.



CITY CLERK'S REPORTS

EX15-33 EX15-33 - 2016 Council and Committee Meeting Schedule and related Amendments to *The Procedure Bylaw*

Recommendation

1. That the 2016 meeting calendar for City Council and the following main committees as outlined in Appendix A be approved:
 - a. City Council
 - b. Community and Protective Services
 - c. Executive Committee
 - d. Finance and Administration
 - e. Mayor's Housing Commission
 - f. Public Works and Infrastructure
 - g. Regina Appeal Board
 - h. Regina Planning Commission
2. That the amendments to *The Procedure Bylaw* as detailed in this report be approved.
3. That the City Solicitor be instructed to prepare and bring forward the amendments to *The Procedure Bylaw*.
4. That this report be forwarded to the December 21, 2015 meeting of City Council.

RESOLUTION FOR PRIVATE SESSION

AT REGINA, SASKATCHEWAN, WEDNESDAY, NOVEMBER 4, 2015

AT A MEETING OF THE EXECUTIVE COMMITTEE
HELD IN PUBLIC SESSION

AT 11:45 AM

These are considered a draft rendering of the official minutes. Official minutes can be obtained through the Office of the City Clerk once approved.

Present: Councillor Mike O'Donnell, in the Chair
Mayor Michael Fougere
Councillor Sharron Bryce
Councillor Bryon Burnett
Councillor John Findura
Councillor Jerry Flegel
Councillor Bob Hawkins
Councillor Wade Murray
Councillor Barbara Young

Regrets: Councillor Shawn Fraser
Councillor Terry Hincks

Also in Attendance: City Clerk, Jim Nicol
Deputy City Clerk, Erna Hall
City Manager & CAO, Ed Archer
Deputy City Manager & COO, Brent Sjoberg
Executive Director, Legal & Risk, Byron Werry
Executive Director, City Planning & Development, Diana Hawryluk
Executive Director, City Services, Kim Onrait
Executive Director, Transportation & Utilities, Karen Gasmo
Director, Communications, Chris Holden
A/Director, Planning, Shanie Leugner

APPROVAL OF PUBLIC AGENDA

Councillor Wade Murray moved, AND IT WAS RESOLVED, that the agenda for this meeting be approved, as submitted.

ADOPTION OF MINUTES

Councillor Bob Hawkins moved, AND IT WAS RESOLVED, that the minutes for the meetings held on October 14 and 28, 2015 be adopted, as circulated.

TABLED REPORTS

EX15-20 Multi-Year Budgeting
(Tabled September 9 and October 14, 2015)

Recommendation

1. That Administration continue generating one year Operating Budgets and five year Capital Budgets up to, and including, the 2018 budget year.
2. That a multi-year approach to developing operating and capital budgets be introduced starting with the 2019 budget that has the following characteristics:
 - a. An annual review and Council approval of operating budgets, mill rates and the associated property tax bylaw.
 - b. An annual review and Council approval of an operating budget forecast that covers up to the next four years, in accordance with the remaining years of each Council's term, at a level of detail sufficient for providing indicative guidance about services, service level and mill rate changes in each year of the forecast period.
 - c. An annual review and Council approval of a five-year capital budget, including multi-year funding commitments where applicable, consistent with current practice.
3. That items EX11-50 and MN15-1 be removed from the list of outstanding items for the Executive Committee.
4. That this report be forwarded to the September 28, 2015 meeting of City Council for approval.

Mayor Michael Fougere moved, AND IT WAS RESOLVED, that this item be tabled to the December 2, 2015 Executive Committee meeting.

EX15-22 Servicing Agreement Fee (SAF) and Development Levy (DL) Policy
Review and Final Phasing and Financing Project
(Tabled October 14, 2015)

Recommendation

1. That the following recommendations be forwarded to the October 26, 2015 meeting of City Council:
 - a) That the Administration and Calculation of Servicing Agreement Fees and Development Levy Policy, Appendix A, be approved;
 - b) That the greenfield Servicing Agreement Fee and Development Levy rate be approved with a three-year phase-in. The proposed phase-in results in an effective rate January 1, 2016 of \$379,000 per hectare;

- c) That the Administration of Servicing Agreements and Development Levy Agreements Policy, Appendix B, which includes the new policy that defines submission requirements and the Endeavour to Assist framework, be approved;
 - d) That in transitioning from the Interim Phasing and Financing Plan to the new Administration of Servicing Agreement Fee and Development Levy Policy that includes defined application requirements, all Service Agreement or Development Levy Applications in progress are subject to the conditions outlined in Appendix F.
 - e) That the phasing and financing policy for inclusion in *Design Regina, the Official Community Plan Bylaw 2013-48*, Appendix C, be approved as it relates to the Servicing Agreement Fees;
 - f) That the Administration be directed to consult with stakeholders and develop a proposed approach to charge Service Agreement Fees and Development Levy Charges for infill development, and that the Administration present the proposed approach to Council for approval in 2016 to allow for implementation of infill Service Agreements Fee and Development Levy charges beginning January 1, 2017; and
 - g) That the Administration undertake research in 2016 to better understand the factors that influence industrial development in Regina which will help inform the need to consider an industrial land-development subsidy.
2. That the following recommendations be forwarded to the November 23, 2015 meeting of City Council which would allow sufficient time for advertising of the required public notices for the respective bylaws and consultation with the Rural Municipality of Sherwood:
- a) That the City Solicitor be directed to prepare the necessary bylaw to amend the Development Levy Bylaw in accordance with the approved Administration and Calculation of Servicing Agreement Fee and Development Levy Policy and the approved Administration of Servicing Agreements and Development Levy Agreements Policy; and
 - b) That the City Solicitor be directed to prepare the necessary bylaw to amend the *Design Regina, the Official Community Plan Bylaw 2013-48*.

Councillor Barbara Young moved the recommendations contain in the report.

Mayor Michael Fougere moved, AND IT WAS RESOLVED, that this report be referred for future consideration by Council prior to December 31, 2015 at a meeting as determined by the City Clerk and that Administration provide a supplemental report to be considered at that time with the following information:

- **Different models of SAFs, including area specific rates, and the associated implications;**
- **Continuation of the differential rates for the 235,000 and 300,000+ population thresholds and the associated implications;**
- **The list of infrastructure projects currently under consideration and their related costs as they relate to SAFs.**

It was further moved that Administration facilitate a further meeting with the development community, the purpose of which is to seek consensus/agreement and include the outcome(s) in the supplementary report.

ADJOURNMENT

Councillor Wade Murray moved, AND IT WAS RESOLVED, that the meeting adjourn.

The meeting adjourned at 1:18 p.m.

Chairperson

Secretary

September 9, 2015

To: Members,
Executive Committee

Re: Multi-Year Budgeting

RECOMMENDATION

1. That Administration continue generating one year Operating Budgets and five year Capital Budgets up to, and including, the 2018 budget year.
2. That a multi-year approach to developing operating and capital budgets be introduced starting with the 2019 budget that has the following characteristics:
 - a. An annual review and Council approval of operating budgets, mill rates and the associated property tax bylaw.
 - b. An annual review and Council approval of an operating budget forecast that covers up to the next four years, in accordance with the remaining years of each Council's term, at a level of detail sufficient for providing indicative guidance about services, service level and mill rate changes in each year of the forecast period.
 - c. An annual review and Council approval of a five-year capital budget, including multi-year funding commitments where applicable, consistent with current practice.
3. That items EX11-50 and MN15-1 be removed from the list of outstanding items for the Executive Committee.
4. That this report be forwarded to the September 28, 2015 meeting of City Council for approval.

CONCLUSION

The City of Regina has the authority to generate multi-year budgets and has developed a five-year Capital budget for many years. Section 128 of *The Cities Act* prescribes that Council must adopt an operating and capital budget for each financial year but does not stipulate the timing of this adoption. However, *The Cities Act* does not permit Council to pass a multi-year tax rate bylaw. Therefore, Council would have to confirm the budget for each year in an annual budget meeting for the purposes of setting the mill rate and enacting a tax bylaw.

Administration investigated the opportunities of longer term planning as part of the budget process and concluded that multi-year budgeting offers significant benefits, such as to:

- improve long-range strategic planning and decision making by aligning longer-term goals and objectives with longer-term funding plans;
- improve the City's financial management;

- establish better integration of the City's Official Community Plan, the Strategic Plan and Business Plans as well as link operating and capital activities and spending;
- provide citizens with greater degree of certainty about the future direction of the City with respect to service delivery, tax rate and utility rate levels;
- improve efficiency and potentially reduce time dedicated to budget development.; and
- support the City's credit rating by demonstrating a commitment to long-term financial planning.

While some preparatory work is required to ensure administrative policies, tools and work processes can support a multi-year planning and budgeting approach, the corporation's current processes reflect many of the key features associated with multi-year operating and capital budgets. A comparison of best practices as defined by the Government Finance Officers Association (GFOA) of the United States and Canada for successful implementation of multi-year budgets shows the City's budget development process needs some modification, but already at least "partially complies" with best practice guidance.

Experience from other cities demonstrates that it is best practice to align multi-year budgets with the civic election cycle and strategic planning. Consistent with this practice, and given the four-year horizon for the City's strategic planning cycle and Council term, it is recommended that the City pursue a multi-year budgeting timeframe of four years for both operating and capital budgets.

There are three options available with respect to the method for approving multi-year budgets. The best choice for Regina is the use of a four-year static¹ budgeting approach along with a multi-year budget approval process that allows Council to approve a three-year budget with all years approved at once, but the mill rate for future years will only be approved in principle. Council would formally approve the mill rate on an annual basis and approve the budget for the current year in order to enact the property tax bylaw for that year. This provides Council the control and flexibility to make annual adjustments to the budget and mill rate. This is consistent with *The Cities Act* and practices from the Cities of Winnipeg and Yellowknife. In addition, it better aligns the budget with the Council term. Future adjustments to the timeline can support the alignment of the multi-year budget with the four-year horizon for the City's strategic and business planning cycle.

Publishing multi-year mill rate forecasts enhances accountability. It can be difficult to accurately predict mill rate changes for up to four years because the municipal operating environment is subject to factors outside its control that influence perceptions of affordability, capacity and tax burden. These, in turn, could prompt Council to consider changes to the forecast mill rate and such changes could generate negative responses from stakeholders. To mitigate this risk, effective communication needs to be established to advise that mill rate levels included in the multi-year budgets are indicative rates based on projections and could potentially change, if circumstances warrant.

¹ Static budgeting does not mean the budget for future years cannot be adjusted. It entails that the period of the budget will not change until after four years. The benefit of a four-year static budget is that the timeframe can stay in lockstep with the City strategic plan and Council term.

Council motion MN15-1 directs that a potential work plan associated with producing a multi-year budget for the City of Regina beginning in 2017 be developed. Given the amount of work required to set the foundation for successful implementation of multi-year budgets, it was concluded that this timeline is aggressive. Implementing the City's first multi-year budget in the 2019 budget would provide a reasonable timeline for Administration to align the planning and budgeting process to ensure the benefits of multi-year budgeting are fully realized. This would include:

- establishing new processes, or adjusting current processes, with appropriate tools to support multi-year budgeting (for example, a multi-period revenue and expenditure forecasting methodology), and better technology to support long range forecasting and financial reporting in 2015 and 2016;
- develop a Long Range Financial Plan in 2016;
- conduct a core services review;
- engage the 2016-2020 Council in a strategic planning and business planning process in 2017 using inputs from the Long Range Financial Plan and the Core Services Review;
- in 2017, develop a new Strategic Plan (2019-2022) that will influence budget development; and
- develop a multi-year budget in 2018 for implementation for the 2019 budget year.

A potential work plan and timeline is included in this report. If a decision is made to pursue a multi-year budget, a more detailed plan and timeline would be developed.

BACKGROUND

On February 28, 2011, Council submitted a Motion MN11-3 that Administration undertake a review of what might be possible if the City of Regina was to move to a system of budgeting that would involve longer term planning for both the capital and operating budgets.

On November 14, 2011, City Administration provided a report (EX11-50) to the Executive Committee of Council that included analysis of the benefits and risks, as well as other considerations for pursuing a longer term planning for both the capital and operating budgets. The Executive Committee resolved that item M11-3 be removed from the list of outstanding items for the Executive Committee. It was also resolved that members support, in principle, the idea of multi-year budgeting and request the matter be placed on the agenda for an upcoming strategic planning session. This request is addressed by this report.

On February 23, 2015 Council submitted a new motion MN15-1 directing the Administration to prepare a report no later than the third quarter of 2015 describing the features, benefits and potential work plan associated with producing a multi-year budget for the City of Regina beginning in 2017. This report addresses Council's direction.

DISCUSSION

Multi-Year Budgeting

A multi-year budget refers to the development and adoption of an expenditure and revenue document that spans across two or more years. The budget for each year can be approved one year at a time or several years at once. Typically, a defined mechanism is put in place to adjust the budget each year to deal with unexpected changes in revenue or expenditure. The intent of the adjustment is not to open up the plans and budgets for a full-scale review, but to adhere to the multi-year budget and to provide the opportunity to fine-tune the budgets only when circumstances warrant.

Pursuant to section 128 of *The Cities Act*, the City of Regina has the authority to generate multi-year budgets and has developed a multi-year Capital Program for many years. *The Cities Act* directs that Council must adopt an operating and capital budget for each financial year. However, the *Act* does not permit Council to pass a multi-year property tax rate bylaw. Council would have to confirm the budget for each year in an annual budget meeting for the purposes of setting the mill rate and enacting a property tax bylaw.

Benefits and Challenges

The Administration investigated the opportunities of longer term planning as part of the budget process and identified that multi-year budgeting offers significant benefits and some challenges as presented below:

Benefits:

- *Promotes long-range thinking and strategic planning.* Most programs, services and capital investments that the City undertake have impacts and need funding over more than a single year. A multi-year budget will help strengthen longer-term planning focus for the City and improve implementation of the strategic and business plans by ensuring longer-term goals and objectives are supported by longer-term funding plans.
- *Improves financial management.* By providing estimates for service needs, commitments, and funding requirements for a long-term period, multi-year budgets help determine potential funding gaps and stimulate discussions around strategies to address the funding gaps. This will help improve the City's financial sustainability.
- *Reduces uncertainty.* Multi-year budgets provide a more in-depth estimate of service delivery expectations and the City's ability to fund those services over the long-term. Proper alignment of service cost projections with tax and other revenue sources provides greater degree of certainty for the citizens about what services they will receive and what taxes they will pay for those services.
- *Promotes service-based planning.* Multi-year budgets promote service-based planning by integrating resource allocations to service objectives and targets driven by Council priorities over a multi-year timeframe. It also links operating and capital activities and spending.
- *Manages risk.* Developing a multi-year spending plan and having indicators that signal when the budget is off course increases the City ability to make corrections before risks become realized, even when they result from circumstances outside of the City's control.

- *Strengthens communication, accountability and transparency.* Multi-year budgets can also improve accountability, transparency and decision-making by providing Council and citizens more contextual information about the consequences of current period decisions in future periods. Multi-year budgets help connect discussions regarding the achievement of long-term goals and short-term spending decisions.
- *Improves efficiency and potentially reduce time dedicated to budget development.* The annual budget process requires substantial time and effort for Administration and Council on an annual basis. Although multi-year budgeting requires significant effort in the first year, it should only require minimal effort for annual adjustments in subsequent years, provided annual adjustments are limited to external factors such as federal or provincial budgets, Council directed changes to priorities, or unforeseen and significant changes to economic factors. This could potentially save time each year, and create capacity for other important functions, including strategic and business planning as well as budget monitoring and evaluation.
- *Supports credit rating.* Financial management and budgetary performance are among key rating factors used by bond rating agencies in assessing the credit rating of municipalities. In 2015, Standards & Poor's (S&P), the City's credit rating agency, affirmed an AA+ rating for the City of Regina. This is partly due to the City's strong financial management and very strong budgetary performance. Implementing multi-year budgeting would be viewed positively by S&P as it would demonstrate the City has solid grasp of long-term financial planning and commitment to addressing long-range financial issues and concerns.

Challenges:

- *Relies on estimates.* One challenge with multi-year budgeting is the difficulty in accurately projecting revenues and expenses for multiple years. Projections are based on several controllable and uncontrollable elements including, but not limited to, collective agreements, inflation rates, population growth, and general economic conditions. Unanticipated changes in any of these factors could have significant impacts on budget plans. This could be mitigated by including an annual review and adjustment step in the budget development process.
- *Impacts Council's ability to reallocate funding.* A multi-year budget signals Council's intention about the services to be provided and the long-term financial direction of the City. This could be perceived as a constraint on Council's decision making ability. An annual review and adjustment process would mitigate this risk.

Key Features of Multi-year Budgeting Compared to the City of Regina Current Process

Table 1 presents the key features of multi-year capital and operating budgets in comparison to the City of Regina's current process. Table 2 shows the Government Finance Officers Association (GFOA) of the United States and Canada recommended conditions for successful implementation of a multi-year budget compared to the City's current budget process.

Table1: Features of Multi-Year Budgeting

	City of Regina Compliance	City of Regina Current Process
Key Features of Capital Budget		
Long-term asset and infrastructure renewal needs	Partially comply	The City has a long-term plan for some of its assets such as roads, bridges, transit and has also created an Asset Management Branch to better manage all of its assets. An asset management plan for the City's core asset classes is under development.
Multi-year commitments to capital projects	Partially comply	The City commits funds for multi-year capital projects when the project is approved and provides the funding in the year funds are needed. This improves the tendering process and associated bid results, producing more competition and better pricing.
Increase control over projects	Partially comply	There are opportunities to strengthen capital project controls. Adopting a multi-year budget framework helps realize those opportunities.
Longer-term horizon for capital planning	Partially comply	The City develops longer-term plans through its business and strategic planning process, but there is currently no comprehensive financial plan to fund these capital projects.
Estimated funding amounts from all appropriate funding alternatives	Partially comply	Funding sources from reserves and other dedicated sources are identified for some projects, but we need a long-range funding plan that fully funds our projected capital projects.
Reliability and stability of identified funding sources	Partially comply	While funds from other orders of government for municipal purposes could change, a multi-year budget framework helps strengthen the corporation's resilience if funding sources become less stable than originally planned.
Key Features of Operating Budget		
Multi-year tax rate forecast	Does not comply	Tax rate forecast are done annually
Multi-year utility rate forecast	Comply	Utility rates are set for multi-years
Multi-year staffing requirements	Does not comply	Staffing requirements are forecast annually
Asset condition profiles	Partially comply	Asset Management Branch has been created, but detailed asset management plan is not yet complete.
Multi-year funding requirements from Operating Budget to Capital Budget	Does not comply	Capital funding from operating budgets are set annually

Table 2: Conditions for Multi-year Budgets Compared to the City of Regina Current Process

Recommended Conditions	City of Regina Compliance	City of Regina Current Process
Well defined long-term priorities, goals and objectives	Fully comply	The City has well defined long-term priorities, goals and objectives
Clearly defined multi-year projects and services with operating and capital expenditures	Partially comply	Capital projects are defined for multiple periods but operating expenditures are prepared annually
Long-term strategic and business planning	Fully comply	The City has a four-year strategic plan
Long-range financial plan (LRFP) ²	In process	The City is in the process of developing a long-range financial plan
Asset management plan	Partially comply	An Asset Management Branch has been created for the City
Revenue and expenditure forecasting methodology	Partially comply	Revenues and expenditures are forecasted on annual basis
Reporting and monitoring policies and processes	Fully comply	There is a well-established budgeting reporting and monitoring process
Budgetary controls, policies and processes	Partially comply	The City has budgeting policies and procedures, but these policies will have to be updated to meet the needs of multi-year budgeting

The City's current capital budget process only complies with some of the features and conditions of multi-year capital budgeting. Therefore, some effort will be required to develop the policies, tools and processes for a successful implementation of multi-year operating and capital budgets at the City.

Current Budget Process

The City's current budget process begins with strategic and business planning and ends with a Council approved plan for the upcoming year. The City's approach to budget development looks at a number of factors, including:

² The purpose of an LRFP is to provide a projection of the City's revenue and expenditure over the long-term, illustrate the relative magnitude of the financial gaps and challenges facing the City, stimulate discussions on how to address the general trends revealed by these challenges, and assist in planning strategy and actions that will contribute to the City's long-term financial sustainability.

- The importance of maintaining affordable services.
- The expectation that the City's financial condition will improve to achieve the *Design Regina* Community Priority of *Long-term Financial Viability*.
- The need to maintain service levels when costs are escalating and the city is growing.

A detailed description of the City's 2015 budget process is attached as Appendix A.

Although the operating budget for the City is prepared on an annual basis, the City follows a multi-year approach to capital planning and has developed a five-year capital plan for many years. This includes multi-year funding approvals for projects that require more than one year to complete. In order to maintain a five-year capital plan at the start of each budget year, a new capital budget period is annually added to the capital plan as the current budget year ends.

As a result, Administration spends considerable amount of time and effort annually to produce the operating and capital budgets for the current year. The estimated hours spent by Finance staff alone in developing the budget on annual basis is approximately 9,000 hours. There is a potential opportunity for time savings under the multi-year budgeting process if the annual adjustments to the multi-year budgets are limited to significant changes. It is important to note that multi-year budgeting may not result in time saving if the budget is open to a detailed review and adjustment annually.

Practices from Canadian Municipalities

Multi-year budgeting is not a standard approach in Canadian municipalities, but some municipalities have been successful in its implementation and have acknowledged the benefits of multi-year budgeting. The following provides the experience from six municipalities:

- *Calgary* (Four-Year Operating Budget and Four-Year Capital Plan) - The City of Calgary launched its first multi-year planning and budgeting in 2006, which included a three-year Operating Budget and a five-year Capital Plan. In 2013, the City of Calgary approved an integrated four-year approach to business planning and budgeting to reflect its new Council cycle of four-year terms. Council approves a four-year budget, including mill rate increase for all years. However, the mill rate increase is formally adopted each year in order to enact the tax bylaw. Council also approves adjustments to the current four-year budget every November to allow the City respond to emerging events and unexpected issues and maintain the integrity of the four-year plans and budgets. The budget is prepared on a static basis.
- *Lethbridge* (Four-Year Operating Budget and Four-Year Capital Plan) - The City of Lethbridge has successfully utilized multi-year budgeting for 15 years. Due to a number of factors, including frustration with figures, process and the time consumed, City Council initiated the move to a multi-year budgeting and a two-year operating budget was developed in 2000. In 2014, the City of Lethbridge approved a four-year Operating Budget and a four-year Capital Plan to better align with the civic election cycle. Council approves the four-year budget, along with the mill rate increase, with all years are approved at once. However, mill rate increase is formally adopted annually in order to enact the tax bylaw. The budget is prepared on a static basis.

- *Yellowknife* (Three-Year Operating Budget and Three-Year Capital Budget) - The City of Yellowknife approved its first multi-year budget in 2001. The City's budget policy indicates that Council shall adopt three-year budget goals at the start of each term and review budget goals annually. Council adopts the first year of the budget plan and mill rate levels, and approves the second and third years in principle in the first year. Annual adjustments are made to the budget and mill rate, and the budget is prepared on a rolling basis³.
- *Winnipeg* (Three-Year Operating Budget and Five-Year Capital Plan) - The City of Winnipeg adopted its first multi-year budget for 2000-2002, and had since operated a three-year Operating Budget and five-year Capital Plan. Council approves, annually, the first of the three-year operating budget and the first of the five-year capital budget and adopts, in principle, the budgets and mill rate for future years. Annual adjustments are made to the budget and mill rate, and the budget is prepared on a static basis.
- *Edmonton* (One-Year Operating Budget and Three-Year Capital Plan) - The City of Edmonton approved a multi-year approach to budgeting for operating and capital programs in September 2014, with implementation scheduled for 2016. The plan is to roll out a multi-year budget that aligns with Council term.
- *Saskatoon* (One-Year Operating Budget and Five-Year Capital Plan) - The City of Saskatoon generates its operating budget on an annual basis, but has been operating a five-year capital plan for many years. This is similar to the City of Regina's current approach to budget development and approval.

Multi-Year Budgeting Timeframe, Approaches, and Approval Options

Timeframe

A number of municipalities in Canada have employed varying timeframes for their multi-year budgeting based on their unique needs and circumstances. Appendix B as attached provides the timeframes adopted by municipalities, along with the rationale for the timeframe.

The experience from other cities demonstrates it is best practice to align multi-year budgets with the civic election cycle. Based on this, consideration was given to developing multi-year budgeting that aligns with the strategic planning cycle and Council term for the City of Regina. The City of Regina's Council term is four years and the City's Strategic Plan is developed for a four-year period. Consistent with its strategic planning and election cycle, it is recommended that the City work toward the development of a multi-year budgeting timeframe of four years for both operating and capital budgets. Although this timeframe reduces the City's current five-year capital plan, it still allows the City to plan for five or more years internally.

³ A rolling budget is a budgeting approach whereby a new budget period is continually added on annual basis as the current budget year ends.

Approaches

There are two main approaches for ongoing management of multi-year budgets, which include:

- *Static Budget* - This approach requires establishing a budget for a four-year period with minimal adjustments applied to years two through four as they become current. The period of a static budget does not change until after four years. The benefit of a static budget is that the timeframe can be adjusted to stay in lockstep with the City strategic plan and Council term. A drawback would be that at the end of the four-year cycle, another major undertaking would be required to develop the budget for the next cycle.
- *Rolling Budget* - Under this approach, a new budget period is continually added as the current budget year ends. Thus, the rolling budget requires an incremental extension of the existing budget so that at each point in time, the City will have a four-year budget in place. The benefits of this approach is that the City is continually guided by a four-year plan and the rolling approach may better reflect that a municipality's operating environment is continually changing. A drawback with this approach is that time will be required annually to create the fourth year budget. As well, an incoming Council could be potentially committed to budget decisions made by an outgoing Council if the City enters into a contractual obligation based on multi-year budgets approved by an outgoing Council. This is not administration's recommended approach.

It is recommended that a static budgeting approach be pursued as it better aligns with the City's Strategic Plan and Council term. It is also the most common approach adopted by municipalities.

Budget Approval Options

Three options available to Council with respect to approving multi-year budgets and mill rate increases are analyzed below:

Option 1: Approve operating and capital budgets, including mill rate changes, for all years at a time. This means that Council will approve a four-year budget along with the mill rate changes for all four years in the first year of the four-year budget, but Council will have to formally adopt the mill rate (without debate) each year in order to create the tax bylaw. Minimal adjustments can be made to the budget but less so to the mill rate.

Pros

- It will promote long-term thinking and planning.
- It provides more certainty about the future direction of the City.
- It could result in time saving, which could create capacity for other important functions.
- It is consistent with multi-year budgeting practices from the Cities of Calgary and Lethbridge.

Cons

- It could be legally difficult to approve mill rate for multiple years under *The Cities Act*.
- Approving mill rate for multiple years based on revenues and expenditures forecasts could be risky if the assumptions in the forecasts are inaccurate or overtaken by unexpected events.
- It could potentially limit Council's flexibility to make adjustments to the budget plan.

Recommended Option - Option 2: Approve operating and capital budgets for all years at a time and approve mill rate changes annually. This means that Council will approve a four-year budget with all years approved at once, but mill rate changes for future years will only be adopted in principle. Council will debate and approve the mill rate for future years on an annual basis.

This recommendation would be implemented over a period of time that would first allow the alignment of the multi-year budget to the Council term by approving a three-year budget. Additional work would then be undertaken to adjust timelines that would allow for the development of four-year Operating and Capital Budgets to align with Council term and the Strategic Planning process.

Pros

- It could result in time saving, but would require more time than option 1.
- It is consistent with *The Cities Act*.
- It will enhance long-term planning.
- It allows Council to approve, in principle, indicative mill rate, utility rates and recycling fees, thereby creating more certainty in future years for planning and multi-year projects.
- It gives Council the flexibility to make annual adjustments.
- It is consistent with multi-year budgeting practices from the Cities of Winnipeg and Yellowknife.

Cons

- Multi-year budget approvals and publishing indicative mill rate forecasts increase the risk that public communication and engagement efforts do not sufficiently acknowledge the potential for future Council decisions to vary from forecasts, which could impair public trust.
- There is a probability of adjustments to the budget as mill rate for future years are subject to change.

Option 3: Approve operating and capital budget along with mill rate changes one year at a time, and adopt the budget and mill rate for future years in principle. This means that Council will approve the operating and capital budget together with the mill rate one year at a time, and adopt in principle, the budget and mill rate changes for future years.

Pros

- It is consistent with *The Cities Act*.
- It will enhance long-term planning.
- It is consistent with the City's current process for approving its multi-year Capital Plan.
- It allows Council to approve, in principle, indicative mill rate, as well as indicative utility rates and recycling fees.
- It ensures mill rate changes are adjusted annually to accurately reflect the level of service expected by the citizens and the funding available to deliver the services.
- It gives both City Administration and Council flexibility to make annual adjustments to the budget plan based on changing economic circumstances.

Cons

- Reviewing the budgets annually could require significant time and effort, which could potentially detract from one of the benefits of multi-year budgeting.
- It could require significant time to make adjustments to the budget and mill rate.
- It is not consistent with multi-year budgeting practices from other municipalities.

Staff recommend the use of a four-year static budgeting approach along with an approval process based on option 2. This option allows Council to approve a multi-year budget with all years approved at once, but mill rate changes for future years will only be approved in principle. Council will debate and approve the mill rate for each year on an annual basis. This recommendation gives Council the flexibility to make adjustments to the mill rate on an annual basis and it is consistent with practices from the Cities of Winnipeg and Yellowknife. It is also consistent with *The Cities Act* and allows for alignment between the City's strategic and business planning cycle and Council term.

Potential Work Plan and Timeline

To meet the 2017 timeline originally identified in Council's motion, the process for developing a framework for generating multi-year budgets would have to be rolled out in the second quarter of 2016 and development of the City's first four-year budget will have to be complete by the fourth quarter of 2016 for implementation in 2017. This timeline is aggressive given the amount of work required to set the foundation for successful implementation of multi-year budgets. In addition, the new Council elected in 2016 would not have sufficient time to contribute to the budget plan if a multi-year budget is implemented in 2017.

Based on this, it is recommended that implementation of the City's first multi-year budget be introduced with the 2019 budget. This provides Administration a reasonable timeline to:

- establish new processes required for multi-year budgeting, such as multi-period revenue and expenditure forecasting methodology, variance reporting tool, and proper technology support in 2015 and 2016;
- develop a Long Range Financial Plan in 2016;
- conduct core services review;

- engage the new Council (elected in 2016) to obtain direction on long-term strategic plan and business planning in 2017, using inputs from the Long Range Financial Plan and the Core Services Review;
- develop a new Strategic Plan (2019-2021) that will guide the budget development; and
- develop a multi-year budget in 2018 for implementation for the 2019 budget year.

Multi-Year Budgeting, Strategic Planning and Long Range Financial Plan –

The City of Regina's current planning framework is driven by the City's Vision and Official Community Plan, *Design Regina* (OCP). City Administration considers these documents to be Council's direction – the desired future state that Council wishes to achieve. Administration's strategic plans are defined as implementation plans to move the City towards that future state in a series of successive steps. A multi-year budget would strengthen the strategic plan's financial element.

However, there are some gaps in the process that could jeopardize the successful implementation of multi-year budgets. Prior to the full implementation of multi-year budgeting, the following elements need to be in place:

- Council engagement in strategic planning to ensure each successive strategic plan addresses Council priorities. A multi-year budget would be based on a time frame that aligns with each strategic plan cycle. Currently, the Administration bases its strategic plan on Council's very high level direction through the City's Vision and OCP. Council is advised of the Administration's strategic plan, but has not typically developed term priorities that drive or shape that plan. Best practice suggests that, in order to ensure long term commitment to a multi-year budget, it is important that the budget be based on achieving Council's stated priorities
- A Long Range Financial Plan (LRFP), a financial forecast covering between ten and thirty years which will:
 - Provide a projection of the City's revenues, expenditures, investments and required debt over the long-term;
 - Illustrate the relative magnitude of any financial gaps and challenges facing the City;
 - Stimulate discussions on how to address the general trends revealed by these challenges; and
 - Assist in planning strategy and actions that will contribute to the City's long-term financial sustainability.

A LRFP will help Council to ensure that the financial constraints that might limit the scope of a multi-year budget are understood. It is anticipated that a LRFP will be complete for the City of Regina by the end of 2016.

- Consistent performance reporting and budget management to ensure the multi-year plan remains on track. The longer the timeframe of a multi-year budget, the more likely it is to be based on estimates. Given this reality, it is essential that the monitoring of performance (the delivery of services and achieving strategic priorities) and budget management (checking of

financial assumptions against actuals) be strengthened to ensure the plan remains on track. Generally this would take the form of periodic in-year reporting on performance and budget to Council.

Following is a potential timeline for implementing a four-year budget for the City. This is a high level implementation timeline. If a decision is made to pursue a multi-year budget, a more detailed plan and timeline would be developed.

Potential Multi-Year Budget Development and Implementation Work Plan							
Activity	2015	2016	2017	2018	2019	2020	2021
Civic election/Council term							
Core services review							
Engage Council for direction and priorities							
Develop long range financial plan							
Engage City departments and City service partners on business planning							
Engage the public on the idea of multi-year budgeting							
Complete strategic and business plans							
Define multi-period projects and services with operating and capital expenditures							
Develop a multi-year budgeting policies, processes and variance reporting procedures							
Establish methodology for forecasting revenue and expenditure							
Roll out a process to create multi-year budgets							
Finalize multi-year operating and capital budgets							
Implement multi-year budgets							

RECOMMENDATION IMPLICATIONS

Financial Implications

If approved as presented, the recommended motions would enhance Council's and staff's ability to manage with a long-term financial perspective in mind when making current period decisions. Council would retain the discretion to annually review and adjust budget or mill rate levels.

Environmental Implications

None related to this report.

Strategic Implications

Multi-year budgeting would improve long-range and strategic planning by aligning longer-term goals and objectives with longer-term funding plans. A multi-year budget and the linkages to Council Vision, the Strategic Plan, and a Long Range Financial Plan have considerable impact on how the City implements its budget. These linkages will enable a longer term perspective that considers broad organizational goals instead of simple bottom line concerns. Council Vision, the OCP, and the underlying strategies as well as the financial impact will become more transparent to the public, City partners and other interested entities.

Other Implications

None related to this report.

Accessibility Implications

None related to this report.

COMMUNICATIONS

Consultation will be required with Regina Police Services, Regina Public Library, Business Improvement Districts, Regina Regional Opportunities Corporation, Regina Exhibition Association Limited, and Wascana Centre Authority.

Implementing a multi-year budget cycle will require the development of a new approach for communicating the City's budget to citizens and stakeholders.

DELEGATED AUTHORITY

The recommendations contained in this report require City Council approval.

Respectfully submitted,



June Schultz
Director Finance

Respectfully submitted,



Ed Archer, CFO
Corporate Services

Appendix A: City of Regina 2015 Budget Process

The Executive Leadership Team - The Executive Leadership Team (ELT) directs the creation of the annual budget by establishing a process for identifying service requirements, creating staff teams responsible for implementing the process and providing directions that guide their work.

Budget Advisory Group - Once departmental budget estimates as well as estimates from the City's Service Partners are completed, ELT charged a cross-divisional team of directors and managers with the responsibility to examine the estimates, including any requests for incremental funding and make recommendations to ELT. Funding requests are ranked based on the following criteria:

Operating Budget
<ol style="list-style-type: none">1. Projects in the Corporate Initiatives Portfolio classified as Category A or B2. Contractual Obligations/Council Direction3. Investing to create an efficiency that delivers existing service levels at a lower long term cost4. Maintaining existing service levels by:<ol style="list-style-type: none">a. Investing in increased operating costs to deliver the same level of service to existing areasb. Investing in increased operating costs to provide the same level of service to new growth areas5. Projects in the Corporate Initiatives Portfolio classified as Category C6. Increased operating costs to enhance service levels for existing services7. Projects in the Corporate Initiatives Portfolio classified as Category D8. Increased operating costs to provide new services
Capital Budget
<ol style="list-style-type: none">1. Projects in the Corporate Initiatives Portfolio classified as Category A or B2. Pre-approved capital expenditures from 2015 Budget3. Contractual Obligations/Council Direction4. Investing to create an efficiency that delivers existing service levels at a lower long term cost5. Maintaining existing service levels by:<ol style="list-style-type: none">a. Repairing/Rehabilitating existing infrastructure to continue the same level of serviceb. Replacing/Major upgrading existing infrastructure to continue the same level of servicec. Developing new infrastructure to provide the same level of service to growth areas6. Projects in the Corporate Initiatives Portfolio classified as Category C7. Improving service levels by:<ol style="list-style-type: none">a. Replacing/Major upgrading existing infrastructure to provide an enhanced level of serviceb. Developing new infrastructure to provide an enhanced level of service8. Projects in the Corporate Initiatives Portfolio classified as Category D9. Infrastructure/capital to provide new services

City Council - ELT makes the final decisions about what to recommend to Council based on recommendations from the Budget Advisory Group. Council ultimately determines the programs and service levels to be included in the budget, and also approves the budget.

Appendix B: Multi-year Budgeting Timeframes by Municipalities and the Rationale

Municipalities	Council term (years)	Strategic and business (years) plan	Operating Budget (years)	Capital Budget (years)	Rationale
Calgary	4	4	4	4	Operating and capital budgets are aligned to Council term and priorities
Lethbridge	4	4	4	4	Operating and capital budgets are aligned to Council term and strategic plan
Yellowknife	3	3	3	3	Operating and capital budgets are aligned to Council term and strategic plan
Winnipeg	4	N/A	3	5	Does not align with Council term
Edmonton	4	4	4	4	Operating and capital budgets are aligned to Council term and strategic plan
Saskatoon	4	10	1	5	Partially aligns with the capital budget as well as the strategic plan and Council term
Regina	4	4	1	5	Partially aligns with the capital budget as well as the strategic plan and Council term

December 2, 2015

To: Members,
Executive Committee

Re: Special Event Grants– Fall 2015

RECOMMENDATION

1. That \$9,000 be provided to Cathedral Area Community Association for 25th Anniversary of the Cathedral Village Arts Festival, May 23-28, 2016.
2. That \$24,000 be provided to The Cabinet Collective Inc. for a three-month city-wide arts and cultural festival, the Caligari Project, starting on September 30, 2016.
3. That \$12,200 be provided to Ukrainian Canadian Congress – Saskatchewan Provincial Council, Incorporated for A National Celebration of 125 Years of Ukrainians in Canada on October 1, 2016.

CONCLUSION

The Administration has received three applications for Special Event funding. These include an application to support the Cathedral Area Community Association, an application to support The Cabinet Collective Inc., and an application to support an evening gala that celebrates 125 Years of Ukrainians in Canada.

An assessment of all three applications has been completed by the Administration and funding is being recommended for each of the three events.

BACKGROUND

The Special Events Grant Program supports events hosted in Regina by non-profit organizations, with the intention of building community pride and spirit. Eligible events are described as:

- (i) One-time or first-time events that celebrate, preserve, and enhance Regina's identity by commemorating notable people, places and events, symbols and anniversaries; or
- (ii) Local events that promote the values of citizenship and identity on nationally recognized days (including Canada Day, National Aboriginal Day, and Remembrance Day); or
- (iii) Re-occurring events that have an established history of City service support (e.g., transit services).

This program complements funding provided to organizations through the Community Investment Grant Program's (CIGP) Culture, Sport and Recreation, and Social Development funding streams for core operations, programming, annual events and activities, and special initiatives that are aligned with the City's objectives and priorities.

Three applications have been received for upcoming events to be held in 2016:

- a) Cathedral Area Community Association has requested \$21,000 for a performance and headliner band as part of the 25th Anniversary of the Cathedral Village Arts Festival (CVAF) from May 23-28, 2016;
- b) The Cabinet Collective Inc. has requested \$24,000 for a city-wide arts festival, the Caligari Project, from September 30, 2016 to December 30, 2016; and
- c) The Ukrainian Canadian Congress – Saskatchewan Provincial Council, Incorporated has requested \$50,000 for A National Celebration of 125 Years of Ukrainians in Canada on October 1, 2016;

DISCUSSION

All of the three applications to the Special Events Grant Program meet at least one of the three items of eligibility for this type of grant and have been assessed by the Administration based on the program's assessment criteria of: organizational strength, program merit, community need, community impact, accessibility, and financial need. Currently, \$45,200 remains in the program budget for allocation.

The following is an assessment of each eligible request:

a) Cathedral Area Community Association – 25th Anniversary of the CVAF (Appendix A)

Organizational Strength

The Cathedral Area Community Association coordinates the CVAF which attracts up to 40,000 people annually to the Cathedral Village neighbourhood. The event is planned, undertaken and implemented by 300 volunteers, including a committee comprised primarily of Cathedral area residents.

Program Merit

Proposed activities include two special events that will open and close the 2016 CVAF in recognition of the 25th anniversary. The opening event will include *Five by Five*. *Five by Five* is a collaborative, interdisciplinary musical and theatrical production that celebrates the event's history; reflects how the CVAF has grown and diversified and positions itself for the vibrant future. This entire production will be about 1.5 hours in length. This production will involve new Canadians, Aboriginal people, members of the abilities' community and all age groups. The closing event to commemorate the 25th anniversary will be an unconfirmed headliner band that exemplifies Saskatchewan's excellence in the arts.

This event aligns well with Special Events acknowledging the deep community impact and meaningful value of the CVAF.

Community Need

The event is the second longest running community event in Regina, the only multi-arts festival in Saskatchewan and one of the largest free festivals in the province. All events and activities are free.

Community Impact

Aside from fostering pride in the Cathedral Village neighbourhood, this event affects the Cathedral Village neighbourhood on many levels. An example of this is that local businesses, artisans and performers have an opportunity to present their work to new audiences.

CVAF measures the impact of its festival. Profits for vendors at the 2015 Festival brought in around \$500,000 - \$600,000 in sales. The Regina Regional Opportunities Commission estimates that CVAF 2015 resulted in almost \$45,000 in city-wide economic impact.

Accessibility

The festival is open to the public and is free of charge to ensure accessibility and participation from all socio-economic sectors.

Financial Need

The funding request of \$21,000 represents 79 per cent of the CVAF 25th anniversary operating budget. With a total anniversary budget of \$26,500, there is currently only one confirmed \$2,500 contribution from the Cathedral Area Community Association Legacy Fund. The Association has not indicated any application to other public sector funders, nor of any fund development activity (like sponsorship), related to their anniversary.

While City financial support has remained steady, the past four years has seen continuous growth in the City's annual support for CVAF via the CIGP. Historically, the City has supported this event annually since 2012, with an average contribution of \$9,000.

The Administration recommends doubling its average annual contribution to this event with approval of an additional \$9,000 in recognition of the significance of this celebration to the Cathedral Area community. Additional annual funding noted, will be adjudicated through the 2016 Community Investments Annual Activity Program adjudication process.

Approved Special Events funding is to be allocated towards the production of *Five by Five*. This figure represents a 100 per cent increase of City funding for the CVAF activity for 2016.

b) The Cabinet Collective Inc. - Caligari Project (Appendix B)

Organizational Strength

The Cabinet Collective Inc. has developed strong community partnerships that will enable them to offer a successful event. This city-wide event is part of a multi-party partnership made up of many cultural organizations, including the Regina Public Library, Regina Symphony Orchestra, Mackenzie Art Gallery, and others. The undertaking of this city-wide event including infrastructure, revenue and partnerships is fully detailed in their application. This event will bring together a wide range of sectors and talents of more than 200 volunteers, 26 galleries, museums and institutions, as well as corporate sponsors and media partners.

Program Merit

This large-scale city-wide event aligns well with the purpose of the grant program: to celebrate and enhance Regina's identity by commemorating notable people, places and events, symbols and anniversaries. The expressed purpose and goal of this event is to provide a unique, public, city-wide festival. The celebration and exploration of German Expressionism in its many forms, both historical and contemporary, will run from September 30, 2016 to December 30, 2016. In addition, this event recognizes the city's strong German background and history and provides an opportunity to recognize Jean Oser, the father of Saskatchewan film. Originally part of the German Cinema community, Jean Oser relocated to Regina in the 1970's where he taught the first generation of Saskatchewan filmmakers.

In their application, the organizers have provided a list of the estimated 25 events and activities over three months including:

- Film screenings with live music scores under the direction of Regina Symphony Orchestra member Tara Semple and independent conductor Victor Sawa.
- Music Concerts
- Outdoor puppet events
- Film Series
- Film Festival – Expressionist Shorts
- Speaker Series – German Expressionism
- Theatre – Spring Awakening: Expressionism on Stage
- Art Exhibitions at the MacKenzie Art Gallery and other local galleries
- Fashion show
- Dance events

The organizers further provided a list of the short and long-term social, cultural and economic outcomes that will benefit Regina and further enhance the city's reputation for hosting large-scale art and cultural events:

- Arts and Cultural Audience Development - Attendance of 9,000-10,000 attendees;
- Professional development opportunities such as production of new artistic works and paid opportunities for artists, performers and arts administrators;
- Future capacity to produce city-wide festivals like Nuit Blanche (a night-time arts and cultural festival that happens in major cities across Canada).

Community Need

This event is set to be one of few city-wide arts and cultural festivals. The festival will serve to strengthen existing partnerships and nurture growing partnerships into the future. In addition to connecting a wide variety of organizations and artists, the festival will also help to build audiences for the diverse number of works, events and performances that will celebrate not only creative expression, but also Regina's strong German history and culture. The Caligari Project hopes to also build the capacity of the Regina arts and culture community to produce large-scale, city-wide events and festivals.

Community Impact

Aside from building capacity for a world-class, multidisciplinary arts festival in the city, this event affects the community on several levels. Local performers, designers, artists and filmmakers will be involved in all aspects of this event. Volunteers are key to the success of this event, and the 200 volunteers needed from across the city will be assisting with setup, production and delivery of activities and events. In addition, arts and cultural organizations will be participating in this large scale city-wide event in hopes of setting the stage for similar events in the future.

Accessibility

Accessibility is an important consideration of the Caligari Project. Activities and events will be held in physically accessible venues. Accommodations will also be made for the Deaf and Hard of Hearing community by providing sign language interpreters for events that incorporate spoken language.

Many of the events are deemed free of charge or at a “pay what you can” rate. Pricing frameworks will also include discounted student and senior rates.

Financial Need

The funding request of \$24,000 represents 18 per cent of the overall operating budget. Investment from the City is crucial as it will assist organizers in contracting a professional festival coordinator to plan the large scale event involving partnership structures, operations, financial planning, and fund development. In addition to resourcing a coordinator, the City funds will also help to develop branding, a social media presence and other key marketing materials that will further enhance the reputation of Regina.

The organization has requested \$10,000 from SaskCulture, \$8,000 from Saskatchewan Arts Board, \$6,000 from Creative Saskatchewan, \$4,000 from Culture Days, \$2,000 from Canadian Heritage. The organization has also sent out sponsorship requests from Conexus Credit Union, SaskTel, SaskPower, Vale Potash Canada Inc., Association of Regina Realtors, Saskatchewan Housing Corporations and the German Consulate.

The Administration is recommending approval of \$24,000 for this city-wide event in recognition of its significance to the community, the prolonged and meaningful community impact and the building of capacity for future city-wide arts and cultural festivals.

c) Ukrainian Canadian Congress – Saskatchewan Provincial Council, Inc. – A National Celebration of 125 Years of Ukrainians in Canada (Appendix C)

Organizational Strength

The Ukrainian Canadian Congress – Saskatchewan Provincial Council, Inc. is an inclusive, self-sustaining, vibrant organization that serves the Saskatchewan Ukrainian community to maintain, develop and share its Ukrainian Canadian identity, culture and aspirations. Over the past three years, The Ukrainian Canadian Congress – Saskatchewan Provincial Council, Inc. has seen significant accomplishments around their Immigration & Settlement Services, and Translation and Interpretation Services. To increase capacity for this event, the Ukrainian

Canadian Congress – Saskatchewan Provincial Council Inc. will contract a Gala Administrative Coordinator, Artistic Director, as well as a production company for the one night event that amounts to \$70,000 of the overall project budget.

Program Merit

The event meets the program criteria of ‘one time and first time events that celebrate, preserve and enhance Regina’s identity by commemorating notable people, places and events, symbols and anniversaries’. The event is a ticketed dinner and two-hour concert of international, national and local Ukrainian dance, music, song and theatrical performance that will take place at Regina Conexus Arts Centre on October 1, 2016. This evening showcase is planned in conjunction with a National Celebration of 125 Years of Ukrainian Settlement in Canada Congress that will bring together national and international leaders of the Ukrainian community for discussions on various cultural, educational, political and historical topics including, multiculturalism, immigration, cultural development and Canadian-Ukraine relations.

Community Need

The celebration of 150 years of Ukrainian settlement in Canada is a significant achievement for one of the primary cultural communities in Regina. On this occasion, it is significant to bring together Ukrainian communities across Canada to celebrate Ukrainian heritage – its contributions, its history, its culture – and share this with the local community. In Regina, a large number of community members will be approached to participate and volunteer at the event.

Community Impact

Organizers anticipate 2,000 people attending the one evening event, with increased economic development in Regina involving hotels, restaurants, general sales activity and increased tourism.

Accessibility

The Ukrainian Canadian Congress – Saskatchewan Provincial Council, Inc. will hold the event at the Conexus Arts Center that has barrier free access. The event will also be live-streamed via the World Wide Web. The organizers aim to charge for the Gala National Celebration. Tickets are \$125.00 or \$50.00, depending on the activities attended, and will be sold to the general public. Accessibility to the Gala National Celebration will limit community access due to admission fees.

Financial Need

With a \$321,530 budget, the funding request of \$50,000 represents 15 per cent of the total operating budget and is the same amount requested of Canadian Heritage. A further \$35,000 will be requested from the Community Initiatives Fund, Provincial Government. The organizers have listed the event as generating \$145,000 in revenues.

Among some of the large expenses listed for this event are \$30,000 for the event coordinator, \$20,000 for the event producer and \$20,000 for the Artistic Director. The salaries of these three positions (\$70,000) total 21 per cent of the overall event expenditures. There is also an additional expense of \$75,000 for performers to 'audition', their fees, travel and per diems. As well there is an additional \$25,000 in creative and production costs.

If the organizing committee are not able to generate the public sector funding they are seeking, Administration can work with the organizers to find ways of reducing their expenditures, particularly related to labour costs.

The Administration is recommending a grant of \$12,200 in recognition of the significance of this celebration to the community and cultural heritage preservation. The City funding, approximately 40 per cent of the anticipated fees for the performers, would ensure the success of the cultural performance program as part of the Gala Concert.

RECOMMENDATION IMPLICATIONS

Financial Implications

The 2015 community investment grant budget for Special Events is \$122,700 as approved by City Council. Currently \$77,500 has been allocated from the Special Events fund, which leaves \$45,200 in remaining funds.

By moving forward with the recommended allocations in this report, all \$42,500 currently remaining will be allocated for 2015.

Environmental Implications

There are no environmental implications with the recommendations of this report.

Policy and/or Strategic Implications

The mission of the City's CIGP is to fund and partner with community non-profit organizations to deliver programs project and services that align with the City's priorities, have a clear community impact and respond to community needs.

Other Implications

There are no other implications as a result of this report.

Accessibility Implications

There are no accessibility implications as a result of this report.

COMMUNICATIONS

Grant recipients are required to recognize the City of Regina as a funding provider. The organizations will work with the Communications Department to arrange recognition and provide the proper logo.

DELEGATED AUTHORITY

The disposition of this report is within the authority of Executive Committee.

Respectfully submitted,

A handwritten signature in blue ink that reads "Laurie Shalley". The signature is written in a cursive, flowing style.

Laurie Shalley, Director
Community Services

Respectfully submitted,

A handwritten signature in blue ink that reads "Kim Onrait". The signature is written in a cursive, flowing style.

Kim Onrait, Executive Director
City Services

Report prepared by:

Elizabeth Matheson, Coordinator Cultural Development

Travis Holt, Community Investment Policy Analyst



City of Regina

COMMUNITY INVESTMENT GRANTS PROGRAM

SPECIAL EVENT GRANT 2015 APPLICATION (\$5,000 - \$50,000)

Instructions:

- Complete all sections of this form in the space provided; type-written applications are required.
- Keep one copy of this completed application form and attachments for your records.
- Number all attachments.

Please note: All information contained in this application and supporting documentation is posted on the internet.

GENERAL INFORMATION:

1.	Organization's Legal Name:	Cathedral Area Community Association		
	Mailing Address:	2900 13th Ave., Regina, SK	Postal Code:	S4T 1N7
2.	Contact Person:	Barbara Tomporowski		
	Mailing Address:	2250 Athol St., Regina, SK	Postal Code:	S4T 3G1
	Telephone No:	306-737-3683		
	E-mail:	barbara.tomporowski@yahoo.com		
3.	Alternate Contact:	Deb Jones		
	Mailing Address:	Cathedral Village Arts Festival, 2900 13 th Ave., Regina, SK	Postal Code:	S4T 1N7
	Telephone No:	306-569-8744		
	E-mail:	cathedralfestival@sasktel.net		
4.	Name of Event:	25 th Anniversary of the Cathedral Village Arts Festival		
5.	Amount of Request:	\$21000		
6.	Event Date(s):	May 23-28, 2016		

ORGANIZATION:

7. ☒ Attach a copy of your organization's current Profile Report from the Corporate Registry of Information Services Corporation (ISC), labeled as Attachment #1. The Profile Report must be printed from the ISC website not more than 30 days prior to submission of your grant application.
8. What is your organization's mandate?
- The Cathedral Area Community Association dedicates its energy and volunteers to keeping the Cathedral area a vibrant neighbourhood with a hometown feel and rich sense of community. The

Cathedral Village Arts Festival (CVAF) is both the Cathedral Area Community Association's largest committee and its biggest annual event. The CVAF is organized by a Festival Committee of community volunteers, with staff support provided by the Cathedral Area Community Association.

The mandate of the CVAF is to be a creative celebration of community through the arts. The weeklong festival features visual, performing and literary arts, two parades, a family picnic and a street fair. From May 23 - 28, 2016, Cathedral residents invite their neighbours in Regina and visitors from afar to join us in celebrating our 25th Anniversary!

The values of the CVAF include:

- Our community
- Inspiration and creativity
- Integrity
- Inter-generational renewal
- Fun!

The CVAF's goals include:

- Expand the community's awareness of all of Regina's artistic disciplines.
- Creatively engage the citizens of the larger community.
- Involve the Cathedral area community.
- Enhance a supportive environment for creativity.
- Be financially sustainable.

Our theme for 2016 is "Paint the Town...!" Festival programming will reflect this theme and our 25th Anniversary.

For more information about the CVAF, see

<https://sites.google.com/site/cathedralvillageartsfestival/home>

For more information about the Cathedral Area Community Association, see

<http://www.cathedralvillage.org/>

9. What are some of the significant accomplishments and successful programs of your organization over the past 3 years?

The CVAF consistently offers about 100 activities that bring up to 40,000 people of all ages together with artists who have every level of experience, from amateur and emerging artists to the finest professionals in Regina and western Canada. The festival helps define Regina's and Saskatchewan's cultural landscape. Next to the Queen City Ex, it is the longest running community event in Regina, the only multi-arts festival in Saskatchewan and one of the largest festivals in the province. In the spirit of inclusion and community engagement, all events and activities are free. Thanks to the generous support of sponsors, donors and funders, we are able to continue providing free events while paying honoraria to artists.

Our successes in the past three years include:

a) Contracting an independent consulting firm to facilitate a strategic planning process and position the festival for an even stronger future. Undertaking this strategic planning exercise in 2014/15 was a milestone that resulted in the vision, values and goals listed in response to question 8. It also led to recommendations about enhancing our organizational processes,

developing new communications and marketing strategies, and increasing our financial and organizational sustainability. Work is underway to implement these recommendations.

b) Hosting "The Moveable Feast" in 2015, an extravaganza featuring dozens of artists, performers, community groups and local businesses who performed and gave demonstrations along our parade routes (for information about The Moveable Feast, see <https://sites.google.com/site/cathedralvillageartsfestival/parade>). The Moveable Feast was organized by Curtain Razors with the assistance of a visiting artist from Belgium, and was joined by movers and shakers such as Pile O' Bones Brass Band, the Uganda Canadian Society of Saskatchewan, Fadadance, Globe Theatre Youth Company, and members of the public, including moms with strollers! This was the first time the CVAF showcased such a large scale, collaborative performance, and feedback from artists and community members indicates that this was a valuable opportunity to work together.

As will be discussed in question 11, the City of Regina Special Event Grant would be used to support a collaborative, interdisciplinary production called Five by Five and to hire a headliner band to celebrate our 25th Anniversary.

c) Increasingly diverse programming. CVAF 2015 featured films such as "RIIS from Amnesia" (about the Regina Indian Industrial School) and "Neither Heros Nor Ordinary People", a play featuring actors with verbal and physical challenges who presented their strengths, difficulties and views. For the 25th Anniversary, we plan to continue building links to Aboriginal groups and reach out to new Canadians, people from the abilities community, and people of various age groups and socioeconomic backgrounds.

d) Offering activities throughout the year to engage community members in the arts. This included "Big Yellow Taxi", a community singalong in 2014 in which 100 people crooned the words to Joni Mitchell's famous song, accompanied by local musicians (see <http://www.cbc.ca/news/canada/saskatchewan/big-yellow-taxi-kicks-off-cathedral-village-arts-festival-1.2647593>).

Year-round community engagement became a greater focus in 2015, with events such as "Light up the Village with Song", a Christmas sing-along that coincided with the late night shopping campaign offered by Cathedral businesses. We also hosted "Drumming the Village", the first ever Youth Drum Festival, which involved schools, community-based abilities groups, and seniors from the University Conservatory drum program.

For CVAF 2016, we will strengthen these community engagement initiatives and implement additional communications activities to highlight our 25th Anniversary and launch the "#CVillageseries", which will profile new and existing Cathedral Area Community Association and CVAF events throughout the year.

10. Does your organization have any unpaid accounts with the City of Regina (e.g., taxes, utilities, tickets, permits, etc.) or outstanding grant follow up reports? If yes, what are they?

None.

PROGRAM MERIT:

11. Provide a complete event description. Include detailed information on what activities are planned, dates/times/locations of activities, and all other relevant information.

\$21,000 from the City of Regina Special Event Grant would support two events celebrating our

25th Anniversary:

- "Five by Five", a collaborative, interdisciplinary performance produced by five artistic teams comprised of artists and community members; and
- A headliner band worthy of celebrating a quarter century of success!

The overall goals for this proposal are:

- Promote and celebrate our 25th Anniversary by hosting 2 special events that include community members and artists in ways that attract and engage Cathedral residents, Regina citizens and tourists alike.
- Increase public awareness of the CVAF as a week-long, multi-arts festivity and community event.

Historically, the majority of our audience attends the Friday night and Saturday activities. We intend to use the Five by Five production to promote our programming throughout Festival Week. One of the artistic teams from the Five by Five production will give a cameo performance on the CVAF stage in Les Sherman Park during the Victoria Day picnic on Monday May 23rd, which opens the festival. This will raise interest in the main Five by Five production, which will occur inside a festival venue on either Wednesday May 25th or Thursday May 26th. This will enable us to profile other activities that will occur during Festival Week, encourage people to participate and help achieve our goals of increasing public awareness of the CVAF as a week-long festival and expanding awareness of Regina's artistic disciplines. The headliner band will then close the festival on Saturday May 28th, either during the Street Fair or as the final musical act of the evening.

Details about the two 25th Anniversary events are as follows:

1. FIVE BY FIVE: Funding would enable us to develop and present a collaborative, interdisciplinary production that celebrates our history; reflects how the CVAF has grown and diversified; and positions us for another 25 years with an even more vibrant future. Five by Five will involve five artistic teams representing key festival disciplines (literature, visual arts, theatre, music and dance.) The entire production will be about 1.5 hours in length, including the cameo performance during the Victoria Day picnic and the main performance on Wednesday or Thursday.

Five by Five will build on our success with engaging community members and artistic organizations in "Big Yellow Taxi" and The Moveable Feast. It will challenge Cathedral residents, our Regina neighbours and diverse community members to co-create this exciting event! Until now, there has not been a consistent, coordinated way to bring community members and artists together over a prolonged period of time (from October 2015 through May 2016) to develop, produce and present a performance with an integrated creative vision. To accomplish this for our 25th Anniversary, we will contract an Artistic Coordinator to lead the project, coordinate the artistic teams, facilitate community engagement, and liaise with the CVAF Festival Committee and Cathedral Area Community Association staff.

This production will involve Regina's growing community of new Canadians, Aboriginal people, members of the abilities community, and all age groups from children to seniors. It will unite these groups by infusing them with common purpose. Each artistic team will be asked to take a collaborative, interdisciplinary approach that involves diverse groups and teaches the participants artistic, organizational and performance skills. This will increase community cohesion, support diversity and inclusion, and nurture new talent.

The specific goals for Five by Five include:

- Produce a collaborative, interdisciplinary, community-based production and perform it at CVAF 2016 to celebrate our 25th anniversary.
- Involve professional and emerging artists and community members in co-creating the artistic production.
- Engage diverse people and groups, including those of varying socioeconomic and cultural backgrounds and abilities. These individuals and groups do not necessarily have opportunities to create and perform in community events, and these kinds of collaborative activities have been shown to build community relationships and create stronger networks across groups and cultures.

The attached budget includes funding from the City of Regina Special Event Grant in the amount of \$21,000 as well as \$2,500 from the Cathedral Area Community Association and in-kind contributions of \$3,000, for a total budget of \$26,500. Of this total budget, \$13,000 is required for Five by Five. We value artists and performers, and this amount covers honoraria for the five artistic teams and the Artistic Coordinator. The budget also includes a modest amount for equipment and materials related to production. The technical costs are relatively low because Five by Five would occur at CVAF venues that are used for existing festival programming, such as the stage at the Victoria Day picnic. While the budget includes some funding for space rental from privately owned facilities, every effort will be made to reduce costs by using City facilities for meetings, workshops and rehearsals whenever possible.

2. A HEADLINER BAND: Music is one of the most popular aspects of the festival. We will build on this by hiring a well-known western Canadian performer, ideally one with roots in the Cathedral district or Regina who exemplifies Saskatchewan excellence in the arts. The band will perform for one hour, and they will be asked if they are willing to create a special song or musical tribute to honour our 25th Anniversary.

The attached budget includes funding in the amount of \$7,000 to hire the band and cover technical costs such as an additional stage, sound and lighting, portapotties and security.

The total budget of \$26,500 also includes additional communications to profile the 25th Anniversary events. This will be over and above regular communications about the festival. Every effort will be made to reduce costs and seek in-kind contributions from media sponsors.

Together, Five by Five and the headliner band will reflect the community-based nature of the CVAF (by involving community members in the artistic teams) and the arts (by having professional artists working with community members in Five by Five, and hiring a professional band for the headliner performance.)

12. Who is the target audience for this event? What is the age range of the audience and the participants?

The target audience for Five by Five is all 40,000 people who attend the festival (including families, residents of the Cathedral neighbourhood, Regina citizens in general, and tourists) as well as the diverse groups that will participate in co-creating the performance. This will increase the diversity of our audience by attracting more Aboriginal people, new Canadians, members of the abilities community, and people of different ages.

The target audience for the headliner band is all 40,000 people who attend the festival, all citizens of Regina, and the tourists, vendors and business people from out of town who come for the Saturday street fair.

COMMUNITY NEED

13. Why is this event important for the community?

This is a wonderful opportunity to celebrate our 25th anniversary, which is important to the community in many ways. The festival is planned, undertaken and implemented by 300 volunteers, including a Planning Committee comprised primarily of Cathedral residents. Community members feel great pride in working together to organize this festival, and invite others to join us in celebrating how much has been accomplished. Over 25 years, the CVAF has grown from a single day event with one play and about 20 vendors over 2 blocks to a week-long multi-arts festivity covering the area between Albert Street and Elphinstone. The festival nurtures artists, promotes Regina as a creative, welcoming home for the arts, connects volunteers, and builds partnerships between schools, businesses, churches, and organizations such as the Regina Public Library, Saskatchewan Writers Guild, and Saskatchewan Filmpool Cooperative.

As described in question 18, the festival also provides an opportunity for local artisans, vendors and businesses to present their wares to a broader market. Joanne Crofford, owner of Boomtown Drums, provided an attached letter of support for this application that describes how the CVAF contributes to quality of life and "has given me an opportunity to showcase my business as a performer, workshop presenter, and store-front business both at events and at the highly successful Saturday Street Fair. I have gotten to know other business people and community associations, strengthening my connections to the business community and potential commercial opportunities."

14. What other organizations are involved in the event as partners? Provide a list here and attach letters of support, labeled as Attachment #2.

Organizations such as Listen to Dis Community Arts wish to be involved in Five by Five and are coming forward as partners.

As Listen to Dis writes in their letter of support, "please consider funding this ambitious arts and cultural event so that we and many other keen artistic/cultural collaborators get to work our stuff with other keen artistic/cultural collaborators." Their letter also states, "I can only imagine what the CVAF committee could do given the opportunity to pair us arts and cultural organizations, groups and artists with various other arts and cultural organizations, groups and artists..It would provide ample opportunity for emerging artists and community members to meet, create and perform with experienced artists and cultural groups building the interdisciplinary, interethnic, artistic elements in our city and more."

The CVAF is supported by funders that include the Saskatchewan Arts Board, media outlets, businesses such as Capital Claims Adjustors, arts organizations such as the Dunlop Art Gallery, and many others. To date, the Saskatchewan Arts Board has confirmed operational funding for CVAF 2016 (see Attachment #4.) While it is too early in the planning cycle to have commitments from most of our partners, a complete list of sponsors from 2015 is available at <https://sites.google.com/site/cathedralvillageartsfestival/sponsors>

COMMUNITY IMPACT

15. What is the direct community impact of this event?

The 25th Anniversary events provide an incredible opportunity for community engagement and social cohesion. These events, and the festival as a whole, will provide positive, prosocial, creative activities for families, children, youth and seniors. Funding from the City of Regina Special Event Grant will enable us to work with more diverse community members over an eight month period, culminating in the collaborative Five by Five production and the final celebration with the headliner

band.

CVAF also has a major impact on Regina and Saskatchewan artists. We pay artist fees and honoraria as much as possible within our operating budget, and the festival offers professional artists an opportunity to present their work to new audiences; emerging artists a venue to introduce themselves; amateur artists a supportive arena to share their talents; and craftspeople and artisans a market in which to sell their work to up to 40,000 people who attend the annual street fair.

16. How will you measure success of the event?

We will measure success by:

- Gathering audience feedback during and after the Five by Five production and the headliner band.
- Monitoring social media posts and reviews of the events in social and traditional media.
- Recording feedback during the annual meeting in June when community members are invited to discuss the festival.
- Counting the number of attendees.

We are also interested in piloting surveys to gather feedback from the audience and participants, and the 25th Anniversary is a good opportunity to attempt to develop a short survey.

17. What is the anticipated attendance of the event?

Between 2,000 - 3,000 people attend the kick-off picnic on Victoria Day every year, and 30,000 - 40,000 people attend the Saturday Street Fair annually. We anticipate that at least 3,000 people will attend Five by Five (including those who see the cameo performance at the Victoria Day picnic as well as the main production during Festival Week.) The anticipated attendance for the headliner band is 5,000 people.

18. Provide your best estimate of the economic impact of the event (e.g., ticket revenue, number of people employed)?

The CVAF has a significant economic spin-off for vendors who attend the Victoria Day picnic, Saturday street fair and Saturday night performances. For example, in 2015 we had 388 spots in the street fair for vendors, local businesses, artisans, buskers and community-based organizations. The amount of revenue generated depends on the kind of businesses and factors such as the weather, but information provided by some vendors suggests that the festival results in \$500,000 - \$600,000 in sales annually.

The festival also results in food, beverage and other sales for Cathedral businesses throughout the week, as well as revenue from tourists and out of town performers who patronize hotels and other establishments. The Regina Regional Opportunities Commission estimates that CVAF 2015 resulted in almost \$45,000 in economic impact (\$44,245) from out of town tourists alone.

Additionally, the CVAF contracts Regina companies for services such as sound and lighting, equipment rentals, and printing. Revenue from liquor sales at festival venues is divided between the CVAF and the Regina Rowing Club, which provides an important revenue stream for both community-based groups.

ACCESSIBILITY

19. Accessibility is defined as the degree to which an activity, service, or physical environment is available to as many people as possible, regardless of their physical abilities or socio-economic background. Describe how this program is accessible to the public and who can participate.

As previously discussed, Five by Five is specifically intended to engage new Canadians, Aboriginal people and members of the abilities community. All aspects of the festival are physically accessible to persons with abilities restrictions.

20. Please specify which aspects of the event are free and which have an admission fee. List all applicable fees.

Both events will be free, which will make the 25th Anniversary events accessible to all residents of Regina regardless of socio-economic background.

FINANCIAL NEED

21. ☒ Attach a copy of the event budget to this application, labeled as Attachment #3. Ensure the event budget includes a list of estimated expenditures, revenues, other confirmed funding sources, sponsorships and in-kind donations.
22. ☒ Attach your organization's most recent audited annual financial statements of the organization as presented at the last Annual General Meeting – including an income statement (showing revenues & expenses) and a balance sheet (showing assets, liabilities, and equity). If the financial statements are not audited then the unaudited financial statements must be signed and certified correct by two members of the Board of Directors. Label financial statements as Attachment #5.
23. Explain why funding from the City of Regina is needed?

Funding from the City of Regina is necessary to offer these new events that will celebrate our 25th anniversary; increase public awareness of the week-long, multi-arts nature of the CVAF; and enhance the involvement of groups which are not necessarily well represented in current festival activities. Without the Special Event Grant, the existing festival budget will have to focus on regular programming.

24. How will the City of Regina be recognized as a contributor to the event?

The City of Regina will be recognized as the title sponsor of these 25th Anniversary events. This will be announced in a special media release.

If adequate funding is available to erect a new stage, we would be pleased to discuss naming it the "City of Regina Paint the Town Stage" and place the City's banner on or near it during these events.

Over the past two years, the festival has tripled its followers on Twitter (from about 600 in fall 2014 to over 1,800 as of August 2015) and Facebook (from about 500 to almost 1,600 over the same time frame). Our Facebook page features video interviews with artists, community members, Cathedral businesses, and others, and we would be happy to conduct a video interview with the Mayor or another municipal official to profile the City's support. We would also mention the City in the MC's script, the festival's program guide, on our website, in tweets, Facebook posts and articles in the Village Voice community newsletter.

Attachments (number all attachments to correspond with this list):

- ☒ #1 – Current Profile Report from the Corporate Registry of Information Services Corporation (ISC); the Profile Report must be printed from the ISC website not more than 30 days prior to submission of your grant application.
- ☒ #2 – Letters of support (optional).
- ☒ #3 – Event budget which includes a list of estimated expenditures, revenues, other confirmed funding sources, sponsorships and in-kind donations.

- ☒ #4 – Letters confirming financial sponsorships and in-kind contributions from other levels of government, corporations and sponsors.
 - ☒ #5 – Most recent audited annual financial statements of the organization as presented at the last Annual General Meeting – including an income statement (showing revenues & expenses) and a balance sheet (showing assets, liabilities, and equity). If the financial statements are not audited then the unaudited financial statements must be signed and certified correct by two members of the Board of Directors.
-

APPLICATION AGREEMENT

Use of Money

The Organization hereby agrees to use any money or services provided to the Organization only in the manner set out in this application. The City reserves the right to demand, at any time, the return of any monies if the Organization uses the money in a manner that, in the opinion of the City, is inconsistent with the objectives of the Community Investment Grants Program or with the description of the intended use of the funds as set out in this application or should it be discovered that the undersigned made a material misrepresentation in the application.

Terms of Agreement

Organizations receiving funding from the City of Regina must abide by City's bylaws, policies and procedures. An organization that has breached a City of Regina bylaw will lose, if applicable, the 20 percent outstanding payment following the initial breach of a bylaw. Subsequent incidents will result in the group being ineligible for grants in the future. If an organization has been advised of a City policy or procedure and does not comply with it, then this breach will be treated in the same manner as a breach of a City Bylaw.

Freedom of Information and Protection of Privacy

The City of Regina is committed to protecting the privacy and confidentiality of personal information. All personal information that is collected by the City is done so in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act*. The information collected in this application will be used to administer the Community Investment Grants Program. De-identified, aggregate information will be used by City of Regina for program planning and evaluation. This application will be distributed to the adjudicators of the Community Investment Grants Program.

Representations

In making this application, we the undersigned Board Members/Executive Director hereby represent to the City and declare that to the best of our knowledge and belief, the information provided in this application and the related attached supporting documents are truthful and accurate, that we have read and agree to comply with the Grant Guidelines and the application is made on behalf of the above-named organization and with the Board of Director's full knowledge and consent. We further represent that the above-named organization is registered as a non-profit corporation pursuant to the laws of Saskatchewan and agree that the organization shall remain so registered for the duration of the term of the grant.

Two signatures are required:

<u>Drista Schutz.</u>	<u>[Signature]</u>	<u>Vice President</u>	<u>Aug 19, 2015</u>
Board Member Name (print)	Signature	Position	Date
<u>Brent Kramer</u>	<u>[Signature]</u>	<u>President</u>	<u>Aug 19/2015</u>
Board Member or Executive Director Name (print)	Signature	Position	Date

Attachment #2

Letter of Support, City of Regina Grant Application for the event - 25th
Anniversary of the Cathedral Village Arts Festival
August 18, 2015

The Cathedral Village Arts Festival has had an enduring impact on myself as a community resident and local community merchant. I have been involved with the festival as a volunteer, Board member, resident, performer, merchant, organizer and audience for 24 years.

It has strengthened my ties to the people who take responsibility for our community and take responsibility for the quality, health, and safety of our neighborhood.

The festival also has an impact on property values and economic development as it is seen to be a desirable place to live, raise a family, and retire. People like to live here and be part of an active community.

Over the years there has been a more intentional focus on every aspect of the arts. Starting as a general community art and craft festival which included music and a smattering of other art forms it has grown to include theatre, literary, dance, visual arts, and parades, including music ventures such as community drumming in which I have been very involved.

The festival has given me an opportunity to showcase my business as a performer, workshop presenter, and store-front business, both at events and at the highly successful Saturday Street Fair. I have gotten to know other business people and community association, strengthening my connections to the business community and potential commercial opportunities.

This spring the festival went to a new level in presenting 'The Moveable Feast' in which a facilitator, Koen De Ruyck from Belgium, worked with us to present a multi-arts festival event based on the principles of community development through artistic collaboration. He has been doing this work in Belgium for over 10 years funded by the government for it's positive effect on the community.

The event created here 'The Moveable Feast' had a very dramatic impact

on myself as both a performer/musician and a long time Festival Committee member and local business person.

Although the Cathedral Village Arts Festival has always been a multi-arts festival, and there have been events from time to time that encouraged creative collaborations among artists and artistic forms, nothing on the level of what happened in the Moveable feast. Artistic people and genres that have never worked together, or collaborated were brought together in new ways and understanding grew of what is possible when this creative synergy occurs in the presence of creative leadership. Very large numbers of people from the neighborhood participated in various aspects of the event.

New relationships were built that will produce new ventures and collaborations far into the future. I experienced the role that "theatre people" could play in recruiting people, scripting the event, rehearsals, and performances.

As well, as a long time festival committee member, I experienced what is possible when people from the more formalized "ARTS COMMUNITY" were facilitating the creation of this event. It elevated the artistic vision of the festival and made much more use of all the creative energy and "raw material" that exists in our arts community. Again, this has happened in event streams such as visual art, literary, and other areas, but never in such an integrated fashion.

The idea of a festival Artistic Director or even a Curated event was not thought of from a multi-arts perspective before this event.

I know it has me thinking differently about how to approach creativity and creative partners, but also how to "raise the vision" a little above the horizon.

It also created discussion about the kind of organizational structure needed to support a more integrated approach with more focused artistic and developmental intent.

This was a superb artistic learning experience for myself and I was happy to strengthen a natural relationship with our Moveable Feast partners, the Ugandan Singers and Drummers. It has started an ongoing dialog and

mutual attendance at a Master Drum Workshop recently as well as increased business for products in my Cathedral Area Business, Boomtown Drums, and in my teaching a facilitation work.

I believe the 25th Anniversary grant application builds on this year's experience and will continue the work of building a quality multi-arts, community based festival, into the future with increased attention to diversity of age, ability, cultural background, and sharing of skills among professional and non-professional artists.

The City has been a supporter in many ways and has helped to make possible the little festival that has grown up, and we need to celebrate and build for an even stronger future.

The 25th Anniversary Event is an important opportunity to celebrate the success of this festival and provide community leadership into the future shared with all participants, audience, and customers to the festival.

Joanne Crofford Owner of Boomtown Drums, world beat hand drums and percussion for all ages, 1801 Retallack St.

Providing: Professional Drum Facilitation, school workshops, parades, drum circles, hand drum lessons and therapeutic drumming for all ages.

Attachment #2

Listen To Dis Community Arts Organization Inc.
2160 Osler Street
S4P.1W6
listentodis@sasktel.net

August 18, 2015

It is with pleasure that I write this letter in support of the Cathedral Village Art Festival and their 25th Anniversary. Leave it to these folks to come up with an idea to create opportunities for artists, arts and cultural communities and organizations to devise, create and collaborate together. People and communities that play together stay together!

The ensemble members of Listen To Dis Community Arts Organization Inc. were lucky enough to perform in the 2015 CVAf at the Artesian to a full house, thanks to the endless promotion of the event. In addition, we were a part of the fantastic and Movable Feast Parade with Curtain Razors. The invites to participate in these events brought a whole bunch of new connections with the arts community and increased awareness of us with the audiences and participants of both events.

I can only imagine what the CVAf committee could do given the opportunity to pair us arts and cultural organizations, groups and artists with various other arts and cultural organizations, groups and artists. We would have a smorgasbord of delight through this multidisciplinary multicultural extravaganza. It would provide ample opportunity for emerging artists and community members to meet, create and perform with experienced artists and cultural groups building the interdisciplinary, interethnic, artistic elements in our city and more.

All I can say is please consider funding this ambitious arts and cultural event so the we and many other keen artistic/cultural collaborators get to work our stuff with other keen artistic/cultural collaborators.

Let's not forget the costs of renting and providing accessible spaces for inclusive programming is very dear, as I know personally through Listen To Dis programming. It is impossible to see these community building programs together without financial support from community partners like you!

I sincerely hope you will contact me at 306.525.1228, should you require any additional information about my very strong support of the interdisciplinary production Five by Five!

Sincerely,

Listen To Dis
Artistic Director/Programmer
Traci Foster



3206 13th Avenue
Regina, Saskatchewan S4T 1P4

August 18, 2015

To Whom It May Concern:

My name is Leslie Charlton and I am a business owner in Regina's Cathedral Area. I am writing this letter of support for the Cathedral Village Arts Festival 25th anniversary celebrations.

I have owned and operated my store, Groovy Mama, in the heart of the Cathedral Village since 2004. Every year the Cathedral Village Arts Festival is a wonderful draw for people to discover our neighbourhood and growing business district. Not only does it boost my business sales during and after the festival week, it is a great reminder to people all over Saskatchewan that Cathedral is a great place to visit. During the 2015 Cathedral Village Arts Festival, I met and served customers from Alberta, Manitoba, North Dakota, Montana and Iowa who had specifically sought out the area after hearing about our festival.

Every year the festival gets more interesting and more world class. It definitely helps to put Regina on the map and I truly believe having such a creative and dynamic artistic event in this business district has helped to make my shop and the surrounding businesses successful.

I absolutely encourage any financial support available so the Cathedral Festival can continue to celebrate and promote the arts. The artistic and economic impact it has on our business area is second to none.

Sincerely,

Leslie A. Charlton

Rasmussen Rasmussen & Charowsky Legal Professional Corporation
barristers & solicitors3301 College Avenue, Regina, SK S4T 1W3 tel: 306.525.8911 fax: 306.525.8912

August 19, 2015

To Whom It May Concern:

Re: Cathedral Village Arts Festival

Since 1992, the Cathedral Village Arts Festival has been a highly anticipated annual event in the Cathedral neighbourhood. The Festival has become an integral part of the culture of the neighbourhood. Every year, the Festival brings together neighbourhood residents and businesses to work together to celebrate the diversity of our neighbourhood and put it on display for people from other parts of Regina and beyond.

In May 2016, the Festival will celebrate its 25th anniversary and organizers are working hard to ensure that the 25th installment of the Festival will be unforgettable. The Festival has grown significantly in the past twenty-five years and for many years the many special annual events have been an important part of the Festival. The special annual events are now an integral part of the Festival and will undoubtedly continue to be important to the future of the Festival, in particular to the 25th anniversary celebration.

As a business located in the Cathedral neighbourhood, we are particularly aware of the importance of the Festival to the local economy. Although we are not located in the core business district in the neighbourhood, we still feel the positive effects of the Festival. In addition to bringing more traffic to neighbourhood stores and restaurants, the Festival also provides an outstanding opportunity for local businesses and residents to make meaningful connections. Our firm has supported the Festival in numerous ways over the years and our volunteer efforts have solidified our position as a neighbourhood business.

The Cathedral Village Arts Festival is truly an asset to the Cathedral neighbourhood and we are very much looking forward to taking part in the 25th anniversary of the Festival.

Sincerely,

Rasmussen Rasmussen & Charowsky
Legal Professional Corporation

per:

Ciara McIlwaine
Student-at-Law

Attachment #2

To whom it may concern

As a jewellery designer, with no store front of bricks and mortar, the Cathedral Village Arts Festival Street Fair day is incredibly important to me to be able to sell my work.

The committee that oversees this event has a very important job to do when the time comes to decide who gets to present their work at the festival market. Their ability to stay true to their handmade, local aspect of this market is where it all begins. In a world of mass produced items imported on an overnight shipping basis, we who do make items by hand are finding it harder and harder to compete.

The Festival Street Fair gives us a place to be seen and heard and our work to be appreciated. Our sales are boosted and our clientele is widened. During a day at the market we hand out hundreds of business cards and with luck, we get dozens of phone calls in the coming weeks and months. Thousands of people move through the streets on market day, rain or shine, exposing the artists to more people in one day than we would normally see in a whole year.

Regina has so few opportunities for small business' like mine to be able to present our work to the public. For my business as well as many others, this festival is our biggest event in our year and for some of us, it is our most profitable.

For my small business, The Cathedral Village Arts Festival Street Fair is the biggest sale in my year. Nothing else compares to this day. It is important for me and many others like me to have this day.

Roxanne Brown
Roxanne Brown Jewellery
2529 Edgar St.
Regina, Sask.,
S4N 3L6
rrbrown@sasktel.net
facebook.com/RoxanneBrownJewellery

ATTACHMENT 3: CVAF 25TH ANNIVERSARY BUDGET**PROPOSED BUDGET FOR 25th ANNIVERSARY SPECIAL EVENTS**

Regular festival programming is undertaken through an annual operating budget overseen by the Cathedral Area Community Association. This budget describes additional 25th Anniversary events that cannot be provided as planned without additional funds.

REVENUE***Grants***

City of Regina Special Event Grant	\$ 21,000.00	
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Cash

Cathedral Area Community Association	\$ 2,500.00	Cash set aside for this purpose in the Legacy Fund
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In-Kind Contributions

Cathedral Area Community Association - staff time	\$ 1,000.00	About 66 hours @ \$15/hour
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CVAF Committee - volunteer time	\$ 500.00	About 33 hours @ \$15/hour
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City of Regina - use of space in city facilities	\$ 1,500.00	Between 50-70 meetings/workshops @ \$21/hour
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<u>TOTAL REVENUE</u>	<u>\$ 26,500.00</u>	
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EXPENSES

Administration	\$ 1,500.00	Staff and volunteers will undertake necessary tasks such as selecting the Artistic Coordinator, financial administration, coordinating facilities & permits, and writing reports
Communications	\$ 5,000.00	To seek applications & promote the 25th Anniversary events
Subtotal - Admin & Communications	\$ 6,500.00	

FIVE BY FIVE (Collaborative Artistic Production)

Equipment & Materials	\$ 1,500.00	5 teams * \$300
Honoraria		
Artistic Coordinator	\$ 3,500.00	About 117 hours @ \$30/hour
Artistic Teams	\$ 5,000.00	5 teams * \$1,000
Space Rental		
City of Regina facilities	\$ 1,500.00	Between 50-70 meetings/workshops @ \$21/hour
Other facilities	\$ 500.00	About 12 hours @ \$40/hour
Technical	\$ 1,000.00	Additional sound & lighting, other tech needs
Subtotal - Five by Five	\$ 13,000.00	

HEADLINER BAND

Fees	\$ 3,000.00	
Technical	\$ 4,000.00	Additional stage, sound & lighting, portapotties, security
Subtotal - Headliner Band	\$ 7,000.00	

<u>TOTAL EXPENSES</u>	<u>\$ 26,500.00</u>
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SASKATCHEWAN ARTS BOARD FUNDING ALLOCATION

Recipient Name	Deb Jones, Executive Co-ordinator Cathedral Area Community Association
Program Name	SaskFestivals Program (Annual)
Application Date	January 15, 2015
Approved Grant Amount	\$15,000 <i>Funding for your 2016 fiscal year cannot be released until the year-end report for SaskFestivals: Annual grant #13355 for your 2014 fiscal year is received and approved.</i>
Project Description	To support programming and operations for 2016.
Project Term	January 1, 2016, to December 31, 2016
ID Number	14486 <i>This number must be included on all reports and correspondence about this grant.</i>
Funding Relationship	The enclosed <i>SaskFestivals Program – Annual Funding</i> document provides information about the annual funding relationship. Eligibility for future funding depends on maintaining excellence in programming, sound fiscal and management practices, and adherence to reporting requirements. <i>The SaskFestivals Program – Annual Funding document also is available on the Arts Board's website under SaskFestivals Program at www.artsboard.sk.ca.</i>
Payment of Grant	For requirements, refer to the enclosed <i>SaskFestivals Program – Annual Funding</i> document.
Reporting	
Recognition of Funding	
SAB Contact	Noreen Neu Program Consultant (306) 964-1166 (Saskatoon) or 1-800-667-7526 or nneu@artsboard.sk.ca



1355 Broad Street, Regina, Saskatchewan S4R 7V1
306.787.4056 1.800.667.7526
www.artsboard.sk.ca info@artsboard.sk.ca

May 29, 2015

Deb Jones, Executive Co-ordinator
Cathedral Area Community Association
2900 13th Avenue
Regina, SK S4T 1N7

Dear Ms. Jones:

Thank you for taking the time to apply for funding from the Saskatchewan Arts Board's SaskFestivals Program (Annual) at the January 15, 2015, closing date. I am pleased to inform you that your organization's application has been approved for a grant.


The attached Funding Allocation document provides you with the approved amount and description of the grant and ID number for the grant, and directs you to information about the annual funding relationship and the requirements for reporting on the grant and recognizing the financial support of the Arts Board and our funding partners.

One copy of support material submitted by successful applicants is kept by the Arts Board. If you want the extra support material you sent with your application returned, please contact us at (306) 787-7293 (Regina) or 1-800-667-7526 or grants@artsboard.sk.ca within 30 days of the date of this letter. The Arts Board will dispose of the extra support material after that date.

If you wish to schedule a meeting to discuss the assessment panel's decision or have any questions regarding the grant payment or reporting requirements, or if you wish to discuss any aspect of your organization's programs or operations, please contact our Program Consultant, Noreen Neu, at (306) 964-1166 (Saskatoon) or 1-800-667-7526 or e-mail nneu@artsboard.sk.ca.

The Arts Board is pleased to support the work of your organization. We wish you success during your upcoming year.

Sincerely,



Ranjan Thakre
Interim Chief Executive Officer

Enclosures
/cp

Attachment #5

CATHEDRAL AREA COMMUNITY ASSOCIATION
FINANCIAL STATEMENTS
DECEMBER 31, 2014

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

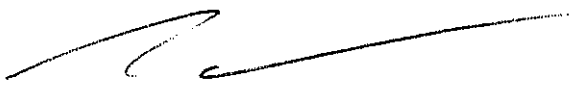
To the Members of
Cathedral Area Community Association

Management has responsibility for preparing the accompanying financial statements and ensuring that all information on any related reports is consistent with the financial statements. This responsibility includes selecting appropriate accounting policies and making objective judgements and estimates in accordance with Canadian accounting standards for not-for-profit organizations.

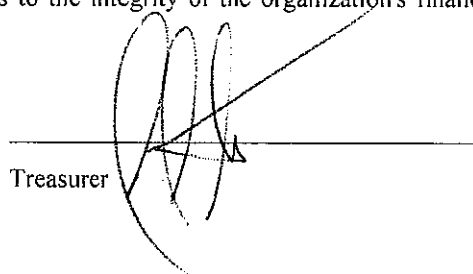
In discharging its responsibilities for the integrity and fairness of the financial statements and for the accounting systems from which they are derived, management maintains the necessary system of internal controls designed to provide assurance that transactions are authorized, assets are safeguarded, and proper records maintained.

Ultimate responsibility for financial statements to members lies with the Board of Directors.

Independent auditors appointed by the members audit the financial statements. The independent auditors report directly to the members and their report follows. The independent auditors have full and free access to the Board and management to discuss their audit findings as to the integrity of the organization's financial reporting and the adequacy of the system of internal controls.



President



Treasurer

March 12, 2015
Regina, Saskatchewan

MARCIA HERBACK
Chartered Accountant
Professional Corporation

2168 Smith Street Regina, Saskatchewan S4P 2P2
Telephone: (306) 522-3311 Facsimile: (306) 522-3312
Email: mherbackca@sasktel.net

INDEPENDENT AUDITOR'S REPORT

To the Members of
Cathedral Area Community Association

I have audited the accompanying financial statements of Cathedral Area Community Association, which comprise the statement of financial position as at December 31, 2014 and the statement of operations and cumulative surplus and statement of cash flows for the year ended and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with Canadian generally accepted auditing standards. Those standards require that I comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my qualified audit opinion.


Basis for Qualified Opinion

In common with many non-profit organizations, Cathedral Area Community Association derives part of its revenue from the general public, the completeness and classification of which are not susceptible to satisfactory audit verification. Accordingly, my verification of these transactions was limited to accounting for the amounts recorded in the records of the organization and I was not able to determine whether any adjustments might be necessary to the revenues, surplus for the year, assets and members' equity.

Qualified Opinion

In my opinion, except for the effects, if any, of the matter described in the Basis for Qualified Opinion paragraph, the financial statements present fairly, in all material respects, the financial position of Cathedral Area Community Association as at December 31, 2014 and its financial performance and its cash flows for the year ended in accordance with Canadian accounting standards for not-for-profit organizations.

Regina, Saskatchewan
March 12, 2015


Marcia Herback
CPA, CA

CATHEDRAL AREA COMMUNITY ASSOCIATION
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2014
(with comparative figures for 2013)

	2014		2013	
ASSETS				
	Association	Arts Festival		
Current assets				
Cash	\$ 10,225	\$ 38,100	\$ 48,325	\$ 54,337
Investments	<u>40,701</u>	<u>19,628</u>	<u>60,329</u>	<u>59,701</u>
	50,926	57,728	108,654	114,038
Accounts receivable	1,041	-	1,041	5,425
Prepaid expenses	<u>208</u>	<u>263</u>	<u>471</u>	<u>464</u>
	<u>\$ 52,175</u>	<u>\$ 57,991</u>	<u>\$ 110,166</u>	<u>\$ 119,927</u>
LIABILITIES				
Current liabilities				
Accounts payable	\$ 738	\$ 2,819	\$ 3,557	\$ 1,533
Deferred revenue (Note 3)	<u>7,539</u>	<u>610</u>	<u>8,149</u>	<u>20,709</u>
	<u>8,277</u>	<u>3,429</u>	<u>11,706</u>	<u>22,242</u>
NET ASSETS				
Restricted surplus (Note 4)	21,467	12,173	33,640	32,307
Unrestricted surplus	<u>22,431</u>	<u>42,389</u>	<u>64,820</u>	<u>65,378</u>
	<u>43,898</u>	<u>54,562</u>	<u>98,460</u>	<u>97,685</u>
	<u>\$ 52,175</u>	<u>\$ 57,991</u>	<u>\$ 110,166</u>	<u>\$ 119,927</u>

See accompanying notes

Approved on Behalf of the Board


 _____ Director

_____ Director

CATHEDRAL AREA COMMUNITY ASSOCIATION
STATEMENT OF OPERATIONS AND CUMULATIVE SURPLUS
FOR THE YEAR ENDED DECEMBER 31, 2014
 (with comparative figures for 2013)

	2014	2013
Revenue		
Community garden	\$ 1,978	\$ 1,970
Administration transfer	4,000	4,000
Donations	61	52
Fundraising	7,850	9,545
Grants (Schedule 2)	25,000	25,188
Interest Income	400	393
Memberships	376	493
Other Income	50	200
Newsletter advertising	6,145	6,615
Photocopying income	24	101
Project income	110	599
Recreation programs	8,783	8,886
Cathedral Arts Festival revenue (Schedule 1)	<u>125,699</u>	<u>132,863</u>
	<u>180,476</u>	<u>190,905</u>
Expenditure		
Advertising	108	72
Allocation to reserve fund	-	1,000
Audit fees	1,640	1,485
Bank charges	242	105
Community computer access	-	39
Community cleanup	454	418
Community garden	1,417	1,211
Donations	50	-
Fundraising	3,313	4,501
Insurance	1,222	1,620
Miscellaneous	16	10
Meetings	338	268
Newsletter cost	6,520	6,727
Office supplies and telephone	1,826	1,550
Project expense	17	-
Recreational programs	6,527	6,947
Salaries and benefits	30,422	29,139
Social action committee	672	590
Cathedral Arts Festival expense (Schedule 1)	<u>126,250</u>	<u>115,802</u>
	<u>181,034</u>	<u>171,484</u>
Surplus (deficit) for the year	(558)	19,421
Cumulative surplus, beginning of the year	<u>65,378</u>	<u>45,957</u>
Cumulative surplus, end of the year	<u>\$ 64,820</u>	<u>\$ 65,378</u>

See accompanying notes

MARCIA HERBACK
 Chartered Accountant
 Professional Corporation

CATHEDRAL AREA COMMUNITY ASSOCIATION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2014
(with comparative figures for 2013)

	2014	2013
Operating activities		
Surplus (deficit) for the year	\$ (558)	\$ 19,421
Net change in non-cash operating working capital balances		
Investments	(628)	(681)
Accounts receivable	4,384	(477)
Prepaid items	(7)	(6)
Accounts payable	2,024	1,333
Deferred revenue	<u>(12,560)</u>	<u>13,800</u>
Cash provided by (used in) operating activities	<u>(7,345)</u>	<u>33,390</u>
Financing activities		
Increase (decrease) in restricted surplus	<u>1,333</u>	<u>5,700</u>
Cash provided by financing activities	<u>1,333</u>	<u>5,700</u>
Increase (decrease) in cash	(6,012)	39,090
Cash position, beginning of year	<u>54,337</u>	<u>15,247</u>
Cash position, end of year	<u>\$ 48,325</u>	<u>\$ 54,337</u>

See accompanying notes

**CATHEDRAL AREA COMMUNITY ASSOCIATION
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2014**

1. Status and nature of activities

The primary purpose of Cathedral Area Community Association is to work for the betterment of the neighbourhood. Cultural activities are supported through the Cathedral Village Arts Festival standing committee.

Cathedral Area Community Association is incorporated under the Non-Profit Corporations Act of Saskatchewan. Under present legislation, no income taxes are payable on the reported income of such operations.

2. Summary of significant accounting policies

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations and include the following significant accounting policies:

Revenue recognition

Grants are recorded as revenue in the fiscal period for which the monies were approved by the funding association. Grants received in advance of the period for which they are to be used are recorded as deferred grant revenue.

Capital assets

Capital assets are recorded at cost. Amortization is provided for on the class basis, utilizing the diminishing balance method assuming purchases occur midway through the year.

Financial instruments

The Cathedral Area Community Association initially measures its financial assets and financial liabilities at fair value. It subsequently measures all its financial assets and financial liabilities at amortized cost.

Financial assets subsequently measured at amortized cost include cash, investments and accounts receivable. Financial liabilities subsequently measured at amortized cost include accounts payable.

Management estimates

The preparation of the financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amount of revenues and expenditures during the reporting period. By their nature, these estimates are subject to measurement uncertainty and the effect on the financial statements of changes in such estimates in future periods could be significant.

3. Deferred revenue

Deferred revenue consists of project funding that will be recognized as revenue in the year the related project expenditures occur.

	<u>2014</u>	<u>2013</u>
City of Regina	\$ 6,910	\$ 6,910
Other	633	799
Sask Culture Capacity Building Grant	610	-
Saskatchewan Arts Board 2014 Grant	-	13,000
	<u>\$ 8,153</u>	<u>\$ 20,709</u>

APPENDIX A - 29
CATHEDRAL AREA COMMUNITY ASSOCIATION
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2014

4. Restricted surplus

	<u>Association</u>	<u>Arts Festival</u>	<u>2014</u>	<u>2013</u>
Human Rights Park Fund	5,832	-	5,832	5,832
Public Art Fund	1,929	-	1,929	1,929
Office Equipment Fund	-	673	673	673
Technical Equipment Fund	-	3,000	3,000	3,000
Community Investment Fund	9,673	-	9,673	10,673
Cathedral OHL Fund	957	-	957	-
Community Garden Fund	1,611	-	1,611	2,200
Graffiti Management Fund	1,465	-	1,465	1,500
Strategic Planning Fund	-	1,500	1,500	1,500
25th Anniversary Fund	-	7,000	7,000	5,000
	<u>\$ 21,467</u>	<u>12,173</u>	<u>33,640</u>	<u>\$ 32,307</u>

5. Grant funding

The amount reported in these financial statements as grant revenue from the Saskatchewan Arts Board is made up of a combination of Lottery and non-Lottery funding. This is made possible through the Partnership Agreement between the Saskatchewan Arts Board and SaskCulture Inc., which is the Trustee for the Culture Section of Saskatchewan Lotteries Trust Fund for Sport, Culture and Recreation. Under the terms of this agreement for the applicable period, SaskCulture allocated a specified amount of Lottery funds to the Saskatchewan Arts Board as a portion of the total envelope of funds available for the program(s) through which this grant was adjudicated and approved.

6. Financial instruments

The Cathedral Area Community Association is exposed to various risks through its financial instruments. The following analysis provides a measure of the Cathedral Area Community Association's exposure and concentrations at December 31, 2014:

Credit risk

Credit risk arises from the potential that a party may default on their financial obligations, or if there is a concentration of financial obligations which have similar economic characteristics that could be similarly affected by changes in economic conditions, such that the Association could incur a financial loss. The Association is exposed to credit risk with respect to cash, investments and accounts receivable. The organization manages its credit risk by placing cash and investments with major financial institutions. Credit risk for accounts receivable is managed by the credit quality and diverse debtor base and creating an allowance for bad debts where applicable. There has been no change from credit risk exposure from 2013.

Liquidity risk

Liquidity risk is the risk that the Association may not be able to meet a demand for cash or fund its obligations as they come due or not being able to liquidate assets in a timely manner at a reasonable price. The Association is exposed to liquidity risk with respect to its investments and accounts payable but manages its liquidity risk by holding assets that can be readily converted into cash. There has been no change from liquidity risk exposure from 2013.

**CATHEDRAL AREA COMMUNITY ASSOCIATION
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2014**

7. Financial instruments (continued)

Interest rate risk

Interest rate risk is a type of market risk that refers to the risk that the fair value of financial instruments or future cash flows associated with the instruments will fluctuate due to changes in market interest rates. The Association is exposed to interest rate risk with respect to its cash and investments and its effect on interest income. Fluctuations in interest rates do have a significant effect on cash and investments due to the fact that interest income is not a major percentage of total revenue. There has been no change from interest risk exposure from 2013.

7. Economic dependence

Cathedral Area Community Association receives significant revenue in grants from The City of Regina. As a result, the association is dependent upon the continuance of these grants to maintain operations at their current level.

8. Comparative figures

Comparative figures have been reclassified to conform with the current year's presentation.

**CATHEDRAL AREA COMMUNITY ASSOCIATION
SCHEDULES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014
(with comparative figures for 2013)**

	2014	2013
		Schedule 1
CATHEDRAL VILLAGE ARTS FESTIVAL		
Revenue		
Earned revenue		
Venue donations	\$ 4,242	\$ 3,611
Street fair vendor	25,003	26,013
Table and chair rental	1,645	2,000
Food vendor	7,375	8,235
Fundraising		
Corporate donations	12,100	19,300
Local fundraising	450	1,675
Special fundraising events	20,764	21,101
Grants (Schedule 2)		
Saskatchewan Festivals Grant Program Tier 2	13,000	15,000
City of Regina Festival Funding	9,000	10,000
Canadian Heritage Building Communities	16,100	14,800
Sask Culture Capacity Building Grant	6,320	-
Sask Culture Culture Days Funding	(100)	450
Sales		
Food and beverage	7,738	9,119
Souvenirs	1,250	600
Other income	812	959
	<u>125,699</u>	<u>132,863</u>
Expenditure		
Programming		
Artistic	23,629	23,923
Production		
Staging and sound	34,747	33,501
Table and chair rental	1,284	1,618
Fundraising events	2,546	3,120
Sales		
Concession costs	2,691	2,522
Souvenirs	1,380	876
Marketing		
Posters and programs	6,165	3,744
Administration		
Administration transfer fees	4,000	4,000
Insurance	5,300	5,300
Office supplies and telephone	4,744	5,343
Salaries and benefits	23,874	19,289
Volunteer appreciation	885	1,676
Other administrative costs	3,976	5,890
Sustainable Horizons Project	9,029	-
Allocation to reserve fund	2,000	5,000
	<u>126,250</u>	<u>115,802</u>
Surplus (deficit) for the year	(551)	17,061
Cumulative surplus, beginning of the year	42,940	25,879
Cumulative surplus, end of the year	<u>\$ 42,389</u>	<u>\$ 42,940</u>

MARCIA HERBACK
Chartered Accountant
Professional Corporation

APPENDIX A - 32
CATHEDRAL AREA COMMUNITY ASSOCIATION
SCHEDULES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014
(with comparative figures for 2013)

	2014	2013
GRANTS		Schedule 2
Community Association		
City of Regina		
Community Association Community Investment Program Phase II	\$ 25,000	\$ 25,000
Outdoor Ice Supervision Grant	<u>-</u>	<u>188</u>
	<u>\$ 25,000</u>	<u>\$ 25,188</u>
 Arts Festival		
City of Regina		
Festival Funding Program	9,000	10,000
Government of Canada		
Canadian Heritage Building Communities	16,100	14,800
Saskatchewan Arts Board		
Saskatchewan Festivals Grant Program (See note 5)	13,000	15,000
Other		
Sask Culture Culture Days Funding	(100)	450
Sask Culture Capacity Building Grant	<u>6,320</u>	<u>-</u>
	<u>44,320</u>	<u>40,250</u>
	<u>\$ 69,320</u>	<u>\$ 65,438</u>



City of Regina

COMMUNITY INVESTMENT
GRANTS PROGRAMSPECIAL EVENT GRANT
2015 APPLICATION
(\$5,000 - \$50,000)

RECEIVED

AUG 20 2015

Community Services
Department**Instructions:**

- Complete all sections of this form in the space provided; type-written applications are required.
- Keep one copy of this completed application form and attachments for your records.
- Number all attachments.

Please note: All information contained in this application and supporting documentation is posted on the internet.

GENERAL INFORMATION:

Organization's Legal	
1. Name:	The Cabinet Collective Inc.
Mailing Address:	2425 Atkinson Street, Regina, SK Postal Code: S4N3X6
2. Contact Person:	Michelle Brownridge
Mailing Address:	105 Motherwell Crescent, Regina, SK Postal Code: S4S 3Z3
Telephone No:	(306) 550 - 3463
E-mail:	cabinetcollective.inc@gmail.com
3. Alternate Contact:	Chrystene Ells
Mailing Address:	P.O. Box 24093, Regina, SK Postal Code: S4P 4J8
Telephone No:	(306) 531 - 8465
E-mail:	chrystene.ells@gmail.com
4. Name of Event:	Caligari Project
5. Amount of Request:	\$24,000.00
6. Event Date(s):	September 30, 2016 - December 30, 2016

ORGANIZATION:

7. ☐ Attach a copy of your organization's current Profile Report from the Corporate Registry of Information Services Corporation (ISC), labeled as Attachment #1. The Profile Report must be printed from the ISC website not more than 30 days prior to submission of your grant application.

8. **What is your organization's mandate?**

The Cabinet Collective Inc. is a non-profit, Saskatchewan-based, interdisciplinary, artist-run organization with a mandate to present unique multi-disciplinary arts events that engage the community through a variety of diverse creative modes with a focus on specific themes and an emphasis on collaborative, cross-disciplinary creation and presentation. The Cabinet Collective is dedicated to presenting a city-wide event that will partner with a multitude of organizations.

9. **What are some of the significant accomplishments and successful programs of your organization over the past 3 years?**

The Cabinet Collective is a newly formed organization (August 2015) and therefore can speak to significant accomplishments and successful programs of the the Caligari Project organizing committee which is made up of many successful artists, academics, administrators and creatives with proven track records for success. Please see biographies of those involved below, listed in alphabetical order.

Festival Coordinator - Michelle Brownridge

Michelle Brownridge is an artist and arts administrator living in Regina, Saskatchewan. She graduated in 2010 from the University of Regina with a Bachelor of Fine Arts degree in Print Media (Hons). Since 2011, she has overseen several projects with budgets exceeding \$20,000 through her work with Articulate Ink Press, SaskCulture and Culture Days.

In 2011, she co-founded Regina's first publically accessible printmaking studio, Articulate Ink Press, which continues to grow and thrive. In 2015, she was instrumental in the launch of the Saskatchewan Printmakers Association – a provincial, non-profit, artist-run organization that connects print artists across Saskatchewan and beyond to provide opportunities for exhibitions, exchanges and networking. She has exhibited extensively across Saskatchewan and had her first out-of-province solo exhibition in 2013 at the Artist Proof Gallery in Calgary, Alberta. She continues to pursue an active artistic practice.

Since 2012, she has been the Communications Coordinator at SaskCulture, a non-profit community-based, volunteer-driven, provincial cultural organization that works to build a culturally vibrant province. Through her work with SaskCulture, she has been the provincial coordinator of Culture Days in Saskatchewan, which is a pan-Canadian movement that features thousands of free, hands-on, interactive activities that invite the public to participate “behind-the-scenes,” to discover the world of artists, creators, historians, architects, curators, designers and other creative people in their communities.

Director - Ian Campbell

Ian Campbell is a filmmaker and new media artist whose work is deeply rooted in a desire to reveal the organic personal tension present in the technology of contemporary life. He has a varied practice that includes digital filmmaking, live improvised visuals, installation art, and kinetic sculpture. He's a graduate of studio art programs at the University of Victoria (BFA 2002) and Concordia (MFA 2006). His work has been exhibited in galleries across Canada including the Winnipeg Art Gallery, The Parisian Laundry, The Mendel Art Gallery, CCA Glasgow and others. His films have screened at festivals like WNDX, Antimatter, Prairie Scene and others. He is currently working in the Film Department of the University of Regina. Ian is originally from Vancouver Island, British Columbia.

Director - Chrystene Ells

Chrystene is a multi-disciplinary Regina artist. She has been honoured with a **Governor General's Gold Medal** (2010 - Academic), the **Lieutenant Governor's Arts Award** for Leadership in the Arts (2013), and a **Mayor's Arts and Business Award** for Innovation (2013).

Raised on an Alberta ranch, interdisciplinary artist Chrystene Ellis' creative practice was launched in 1982 when she joined a punk-mime troupe in a back-alley speakeasy in Calgary. Moving to San Francisco in 1986, she spent 20 years in the film special effects industry, making creatures and puppets for films like *Nightmare Before Christmas*, while writing, directing, and performing for dozens of San Francisco plays, winning several awards and co-founding the now 28-year-old theatre Bindlestiff Studio, for which she served as Artistic Director for 5 years. Chrystene also founded and ran Riot Act Theatre Co for at-risk youth in San Francisco, was founder and Director of San Francisco's Under 24 Performance Festival, and has directed and produced dozens of arts-based projects, festivals and public events throughout her 30-year professional career, from no- or low-budget events and productions to independent films and arts festivals with budgets of up to \$50,000.00.

Chrystene moved to Regina in 2006 to make her award-winning Saskatchewan-based dream film, *Sisu*. She wrote and directed the acclaimed production *KaleidoCycle* (2012) at Globe Theatre, and as Artist-in-Residence at the Saskatchewan Filmpool (2011-12), guided over 20 Saskatchewan artists in creating their first puppet films, which screened to capacity crowds in April 2013 at Chrystene's curated event: Regina's *International Puppet Underground Film Festival - IPUFF* (now a biannual Regina event; *IPUFF+* in May of 2015 was hugely successful and plans are in the works for an even bigger festival in 2017). Chrystene currently serves as Artistic Director of the presenting organization, Prairie Puppet Underground. As artist-in-residence at Common Weal Community Arts (2013-2015), Chrystene co-developed a program with groups of seniors living in care homes in memory-based art projects, and organized exhibitions of the resulting memory boxes, one of which is currently touring the province. She is currently working with a group of Blind and low-sighted artists on a collaborative program through the Dunlop and the MacKenzie Art Galleries, and her next residency (2015-16) will be co-developing an Arts and Literacy program with Deaf and Hard of Hearing youth at Thom Collegiate in Regina.

Treasurer and Technical Director - Berny Hi

Berny Hi (BFA - Hons) is actively involved with the arts and arts administration in the city of Regina. As Production Coordinator at the Saskatchewan Filmpool Cooperative for eight years, Berny has in-depth knowledge of what it takes to run a successful non-profit organization, and has the experience of and aptitude for creating great, city-wide programming. Through the Filmpool, which has an annual operating budget of \$250,000, Berny has overseen successful programs and budgets which were funded through community engagement and grants from the City of Regina, as well as the Saskatchewan Arts Board and Canada Council. With this support, Berny has played a major role in some of Regina's fantastic art scene over the past eight years, such as:

- International Puppet Underground Film Festival "IPUFF" (2013)
- Screening Under the Stars (part of the Cathedral Village Arts Festival every year)
- Film Camp for youth (each year)
- Mispon Film Festival - A Celebration of First Nation's media art (each year)

Beyond his full-time work at the Filmpool, Berny also finds time to be involved with a number of different community organizations in Regina and has been an integral part of a number of programs and events that service the citizenry, with a goal of creating opportunities for underserved individuals:

- Common Weal Community Arts - Associate Artist for the Hello In There, Hello Out There

(2013 - current) program, working with senior artists, displayed in 2014 at the Dunlop Art Gallery, and in 2015 at galleries across the province through OSAC touring program

- Moxie Films - Technical Director for a local independent film company
- Prairie Puppet Underground - Founding member, Technical Director, and Treasurer for this non-profit organization that focuses on puppetry as an art form (IPUFF+ 2015 budget \$40,000)
- University of Regina - 2008 Sessional Instructor for Digital Media class
- Queer City Cinema - 2007 Festival Coordinator
- The Globe Theatre - Co-Producer and actor for a multidisciplinary performance in the Shumiatcher Sandbox Series (budget \$25,000)
- Film Retreat - Founder, Treasurer, and Instructor, funded by the Saskatchewan Arts Board, held at the Neil Balkwill Centre for the Arts (budget \$10,000)
- Saskatchewan Arts Board - juror for media arts grant applications
- City of Regina - Evaluator for the Art Symposium 2015

Visual Arts Coordinator - Rowan Pantel

Rowan Pantel is an Arts Educator, Designer and Puppeteer based in Regina. She holds a BFA in Visual Arts from the University of Saskatchewan, and a MFA in Intermedia from the University of Regina. *As an Arts Educator she has worked as a Printmaking Instructor at both the University of Regina and the University of Saskatchewan. Working as the Coordinator for the International Puppet Underground Film Festival Plus (IPUFF+), Rowan has experience bringing together a variety of programming and events under a single festival. IPUFF+ 2015 was a great success operating with a \$23,000 budget and providing 4 days of workshops, films and live performance in Regina.*

Director - Gerald Saul

Gerald Saul is a filmmaker, educator, writer, and curator, based in Regina, Saskatchewan. He holds a BFA in Film and Video from the University of Regina and an MFA in Film Production and Theory from York University. He has sat on numerous volunteer Boards, most notably on the Saskatchewan Filmpool Board where he has been elected to two year terms 10 times over the past thirty years. As a practicing filmmaker, he has produced hundreds of independent films including co-producing "Wheat Soup", the first feature length narrative film to be produced in Regina. He is an associate professor of film production at the University of Regina where he has held his tenured position since 1999. As a curator, Saul has programmed film screenings regularly for the Saskatchewan Filmpool over the past 20 years as well as curating packages for the Calgary Society of Independent Filmmakers and OSAC. Saul was a co-founder of the Shotgun Super-8 Film Festival in Regina in 2012. In that same year, Saul was also part of the organizing committee which held the *POW! In the Eye of the Moon!*, interdisciplinary academic conference on French Science Fiction at the University of Regina. Public performance and audience building are so important to Saul that he hosts an annual student screening called "The Terrible Film Festival" to help indoctrinate young filmmakers into this vital practice. Saul writes regularly for Splice Magazine in Regina and has also published articles in Newest Review, Prairie Dog, Playback, the Regina Free Press, two academic periodicals and within four art cinema books. His online blogs have attracted over 150,000 views. Between 1986 and 2015 he has received multiple individual grants from the Canada Council for the Arts, the Saskatchewan Arts Board, SaskFilm, and Videofact and has been co-applicant or co-investigator on projects which received sizable grants from the Canadian Foundation for Innovation and the Canadian Institute of Health Research.

Marketing Coordinator - Jeannie Straub

Jeannie Straub is a digital artist from Regina, Saskatchewan. Straub creates original commissioned work for organizations, events and initiatives across Canada. Her company, ODIDODI Design House, focuses on visual design and marketing for non-profits, cultural organizations and start-ups.

With over 15 years experience in marketing and branding and event management, Straub has the capacity and abilities to conduct influential, creatively-inspired marketing campaigns and events that woo audiences. She has produced and coordinated over 100 events including concerts, live performance, press events, large-scale festivals and multi-day events such as the Regina Folk Festival and Saskatchewan Fashion Week. Specializing in strategic marketing and branding for such events and other non-profit and corporate initiatives, she has aptitude to create engaging marketing campaigns understanding the language, trends and marketing tools that ensure success in garnering attention.

A partial list of Straub's clients include:

- Saskatchewan Fashion Week
- Cathedral Village Arts Festival
- Culture Days
- Elite Boxing Championships
- Regina Folk Festival
- Saskatchewan Library Association
- Briarpatch Magazine
- Canadian Manufacturing and Exporters
- Environment Canada
- Fada Dance
- Rock the Boat Books
- Saskatchewan Writers Guild
- Yorkton Short Film & Video Festival
- IDIO Architecture Labs
- Saskatchewan Filmpool
- Century 21
- Heritage Neighbourhood Community Association

In addition to the excellent roster of professionals listed above, the Cabinet Collective is thrilled to be partnering with a multitude of Regina arts organizations with excellent track records in programming and project management. The organizations, including brief descriptions are listed below in alphabetical order.

Artesian on 13th - The Artesian on 13th is a performance venue located in the former Calvary Evangelical Church. Their vision is to honor and encourage high-calibre talent with an appreciative, attentive audience. The Artesian is committed to assisting the arts, music and culture communities cross-promote and build a larger audience.

Articulate Ink Press Inc. - Articulate Ink is a Regina-based, artist-run printmaking center fostering an active print culture in Saskatchewan through the provision of educational opportunities and accessible print facilities.

Creative City Centre - The Creative City Centre is a vibrant cultural hub that brings together artists of diverse disciplines and experience levels in a central venue to foster collaboration, innovation and creative development. Located in a restored heritage building in Regina's downtown core, the Creative City Centre offers affordable artist studios, an intimate performance venue, a visual art gallery, and meeting and workshop space. The space is run by artists, with an aim of nurturing a lively, inclusive and sustainable creative community in Regina.

Curtain Razors - Curtain Razors encourages the practice of modern theatre by creating and presenting new ways of telling stories. Personal, intimate and experiential, Curtain Razors is Saskatchewan's longest tenured experimental theatre company and encourages the practice of modern theatre in Saskatchewan, across Canada, and internationally.

Dunlop Art Gallery - The Dunlop Art Gallery (DAG) is dedicated to engaging, researching and presenting a diverse range of visual artwork. The main focus is on contemporary culture. The DAG enhances the quality of life of its publics by informing the practices and understanding of visual art through activities that include exhibitions, programs, publishing and collecting. The DAG serves the local community, Library clients, artists, the visual arts community, and the regional and national cultural community.

FadaDance - FadaDance is a gaggle of prairie girls that spend their rehearsals drinking tea and rolling on the floor. This movement (the rolling) is generally provoked from laughter, tears or, on rare occasion, actual choreography. The company's style of movement ranges from light and comical to obscure and complex, but always maintains its integrity in involving its audience. Aside from performing at many prestigious festivals and events, they operate the only contemporary dance school in Regina — FadaDance.

Hectik Theatre - Hectik Theatre was founded in 2005 by Kenn McLeod and Nicole Olszewski. The company has produced four seasons of live theatre in Regina, was nominated for several awards including, the Regina Mayor's Arts and Business Award for Innovation in the Arts, and has been featured in both the Saskatchewan Arts Board 60th anniversary publication and the Canadian Theatre Review. Hectik Theatre presents edgy, thought-provoking, and entertaining theatre that challenges both the audience and the artists involved to explore theatrical expression; including other art forms such as Clown, Puppetry, Mask, Collective Creation, and Physical Theatre.

MacKenzie Art Gallery - The MacKenzie Art Gallery (MAG) is Saskatchewan's largest public art gallery, offering original exhibitions of contemporary and historical art from Saskatchewan, Canada and around the world.

The MAG offers an interactive and creative space, educational programs and free public tours for people of all ages. Spanning over 100,000 square feet, the multi-facility space hosts an art conservation lab, Family Learning Centre and Bobbie Taylor Resource Area, Gallery Shop, theatre, conference rooms, and a vault containing over 4,000 pieces from the permanent collection.

New Dance Horizons - New Dance Horizons (NDH) is a Regina-based not-for-profit organization that since 1986 has presented internationally acclaimed dance shows, produced original works, and organized activities that engage both the dance community and the general public. NDH plays a distinctive and integral role in developing and strengthening the dance community in Saskatchewan. In addition to performance presentation, NDH offers courses, workshops and lectures with guest artists and community events.

Prairie Puppet Underground - Prairie Puppet Underground (PPU) is a Regina-based non-profit organization that focuses on celebrating the art of puppetry in all its many forms. PPU presents the bi-annual International Puppet Underground Festival (IPUF) in Regina, showcasing local and international puppet films, live puppet performances, workshops, puppet gallery exhibitions/installations, and a PuppetSlam Cabaret. Between IPUFs, PPU presents ongoing puppet-based workshops, performances, and other programming in Regina and around the province.

Members of the Regina Symphony Orchestra - The Regina Symphony Orchestra is a full scale, fully professional orchestra that, in a 39 week season, presents: 1 pre-season outdoor concert event, 8 Mosaic Masterworks concerts, 5 Shumiatcher Pops concerts, 2 SaskPower Family concerts, 3 RSO Special concerts, and 6 double chamber concerts. As well, the 12 core musicians (RSO Chamber Players) provide community outreach with over 30 school concerts each season; 7-10 double 'run out' concerts in South Saskatchewan communities; and 15 free concerts in various venues throughout the city of Regina.

The Regina Symphony Orchestra plays an important role in the cultural fabric of Southern Saskatchewan. By continuing to strive for excellence in performance and by remaining relevant to its audiences, the orchestra will continue to grow and to enrich life in Southern Saskatchewan.

Saskatchewan Filmpool - The Saskatchewan Filmpool Cooperative is a non-profit artist-run centre which supports and assists independent visionary film and video production in Saskatchewan. The Filmpool is committed to developing an awareness and appreciation of independent film which reflects the individual and collective cultural expression of Saskatchewan people.

Saskatchewan German Council - Founded in 1984, the Saskatchewan German Council is a registered volunteer-based, non-profit organization dedicated to promoting the heritage, culture and interests of Saskatchewan people of German-speaking backgrounds. The Council plays an active role in building provincial multiculturalism and the Canadian mosaic.

Saskatchewan Printmakers Association - The Saskatchewan Printmakers Association (SPA) is a province-wide, member-based organization that aims to connect artists working in print media across the province and country. The SPA provides print artists with exhibition and networking opportunities.

University of Regina - The University of Regina provides a dynamic, innovative and supportive learning experience with a growing national reputation for excellence in teaching and research. The University's comprehensive services and programs prepare students to excel in local and global communities and its research opportunities attract the best and brightest minds.

The Faculty of Fine Arts at the University of Regina is an environment of diverse artistic expression and study. The supportive and collaborative environment helps develop the artistic mind. Faculty members are dynamic working artists and scholars with international experience. The Faculty has four departments: Film, Music, Theatre, and Visual Arts and also offers programs that cross disciplines, such as Creative Technologies and Interdisciplinary Studies.

10. **Does your organization have any unpaid accounts with the City of Regina (e.g., taxes, utilities, tickets, permits, etc.) or outstanding grant follow up reports? If yes, what are they?**

No.

PROGRAM MERIT:

11. **Provide a complete event description. Include detailed information on what activities are planned, dates/times/locations of activities, and all other relevant information.**

The Caligari Project is a unique public celebration and exploration of German Expressionism in its many forms, both historical and contemporary, running from September 30, 2016 until December 30, 2016. This city-wide festival will celebrate and encourage exploration of German Expressionism in its many forms, both historical and contemporary.

The Caligari Project would ensure short and long term social cultural and economic outcomes that will benefit Regina and further enhance the city's reputation for hosting large scale art and cultural events. The City's support and involvement in the Caligari Project strongly aligns with several of the City of Regina's culture stream priorities including:

Enhanced reputation - an important benefit of producing a city wide cultural event of this scale will encourage the larger category of cultural tourism and further attract young creative people and investment.

- Preserving and conserving Regina's intangible cultural heritage - this city wide festival honours and recognizes Regina's strong German immigrant history and background (e.g. Germantown and Jean Oser, see question #13 for details).
- Improving awareness and access to cultural activities and resources - this includes communities that intersect within the city to host a large cultural event by nurturing a strong, interconnected network of highly skilled, capable, artists, arts organizations, administrators and audiences, as well as bringing together businesses and creative industries.
- Animating the city's cultural and public spaces (including municipal or City owned venues like the City Square Plaza or the Neil Balkwil Civic Arts Centre / Art Gallery of Regina) - with over 25 events over three months including a variety of arts and cultural events including art exhibitions, concerts, film screenings, workshops, performances, theatre and lectures.

Increased access to cultural resources - While dancers, musicians, filmmakers, printmakers, curators, fashion designs and other creative practitioners will benefit from the networking and professional development opportunities, the citizens of Regina will benefit from participating in a city wide cultural festival that will include a variety of arts and cultural events rarely seen in Regina.

During the three month city-wide event, September 30, 2016 until December 30, 2016 a range of activities and events will be held under the banner of The Caligari Project. There will be an estimated 25 events. The events and activities will be:

MUSIC

- **Screening with live score:** The original inspiration for the entire Caligari Project radiated from this initial project vision, which in many ways is the centrepiece of the festival. *The Cabinet of Doctor Caligari* (1920) is a well known silent German Expressionist horror film which explores madness and the paranormal in a highly stylized world of claustrophobic fabricated sets and dramatic performances. Regina's award-winning symphonic composer, Jason Cullimore, is creating a brand new score, to be premiered with a screening of the film and a live orchestral performance by members of the Regina Symphony Orchestra, tentatively known as The Caligari Orchestra under the direction of Tara Semple, with conductor Victor Sawa. Cullimore has received a Saskatchewan Arts Board grant to create the composition, and is feeling that it is the best work he has ever done. The Cabinet Collective is very excited to present what is sure to be a sophisticated and innovative new work by one of our most talented local composers, performed by some of Regina's most outstanding musical and symphonic artists.
- **Concert/Musician Swap: German Expressionist Music:** a hip evening of Expressionist music composed and/or performed by local musicians and bands. There is a growing community "noise" musicians and sound artists in Regina (Dorkbot, Holophon, Homo Monstrous, Guidewire, Pulsewidth). The Caligari Project would like to engage this community by inviting them to participate in a boundary-pushing evening of music and performance that aptly presents the world solely from a subjective perspective, distorting it radically for emotional effect in order to evoke moods or ideas, in the spirit of Expressionism.

FILM

- **Film Series titled German Expressionism and its Stylistic, Thematic, and Genre Legacy:** will be programmed by Dr. Christina Stojanova in conjunction with Ms. Belinda New from the Regina Public Library. It will present eight to ten double-bill screenings, where an original German Expressionist film is paired with a more contemporary film inspired by it. The films will be scheduled in the months leading up to the fall 2016 primary Caligari Project events. These events will build the audience for German Expressionism as well as inspire local filmmakers to create like-minded films, situating this work locally, nationally, and internationally. The tentative list of film directors featured include F. W. Murnau, Jan Svankmajer, Guy Maddin, Werner Herzog, Fritz Lang, Tim Burton, G. W. Pabst, Alfred Hitchcock, Robert Siodmak, F.F. Coppola, Thomas Tykwer, and Ridley Scott.
- **Film festival: Expressionist Shorts:** a content-producing initiative from the Saskatchewan Filmpool Cooperative, this festival will feature a juried selection of local and international independent films inspired by German Expressionism through live-action, animation, and puppet films. For the local call for films, the Filmpool has generously donated gear and facilities needed to any filmmaker creating a film for the

Caligari Project. With the success of a similarly-run endeavour for the 2010 *Godard Project* where filmmakers crafted films in the style of 60s French New Wave artists, the Filmpool has the proven capability to activate its dedicated membership of independent filmmakers and inspire them to this challenge. Past successes prove the Filmpool can host a lively, packed house eager to experience artistic and visionary media arts from around the world, juxtaposed with local storytelling on the same silver screen.

INTERDISCIPLINARY

- **Culture Days Launch event:** The Culture Days weekend (the last weekend of September each year), will provide an excellent opportunity to officially launch the Caligari Project. Due to the collaborative nature of the festival, many of the partner organizations will be able to come together as a Culture Days Hub to access the Culture Days Funding Assistance Grant offered by SaskCulture. Details regarding a festival launch during Culture Days are to be determined, but there will undoubtedly be an emphasis on offering a unique, interactive, participatory experience for attendees. By launching the festival as a part of Culture Days, the Caligari Project will be able to connect with a diverse audience and promote the festival to many people through the free marketing and promotional opportunities offered as a result of participating in Culture Days even though the festival will extend far beyond Culture Days themselves.
- **Speakers Series: German Expressionism Symposium:** The Speakers Series will feature six University of Regina scholars, whose presentations will address various aspects of the Expressionist movement. The Speaker series will be inaugurated by a keynote address (the presenter is yet to be determined). The confirmed speakers include:
 1. Dr Thomas Berdohl, History – General historical, social and cultural framework of German Expressionism
 2. Dr Leanne Groeneveld, Theatre – Expressionist traditions in German Theatre and Beyond
 3. Dr Michael Zimmerman, Modern Languages – German Expressionist Literature
 4. Dr Leesa Streifler, Visual Arts
 5. Dr Helen Pridmore, Music – Berg, Webern, Schoenberg and Expressionism in Music
 6. Dr Christina Stojanova, Film – German Expressionism and (Post) Modernity
- **Side show:** presented by The Prairie Puppet Underground, this German Expressionist themed side show will feature a portable, modular interactive performance and installation of puppetry and vintage sideshow acts, including but not limited to: a card-reader puppet or animatron, a puppet accordionist, unusual sideshow games, suitcase 'Penny Arcade' puppet shows, shadow puppetry, a fortune-telling somnambulist and a German Expressionist photo booth, where attendees' photos may be taken, and then digitally altered to place them in a German Expressionist world, complete with clothing and makeup. As envisioned, the Side Show will be installed in whole or in part in lobbies, in public and civic spaces, and at various events throughout the festival.

THEATRE

- **Spring's Awakening : Expressionism on Stage:** *Spring's Awakening* is a German Expressionist play by Frank Wedekind. In 2010 an adaptation was written by Elizabeth Leavitt, Kenn McLeod & Jeremiah Munsey, with its world premiere at the Nevada Conservatory Theatre in Las Vegas. Kenn McLeod is the Artistic Director of both Hectik Theatre in Regina, and Souris Valley Theatre in Estevan.

VISUAL ARTS

- **Historical exhibition:** The MacKenzie Gallery will showcase their collection of German Expressionist art work during the Caligari Festival, bringing out of the vault some amazing work from this era.
- **Student exhibition:** Inspired by German Expressionism, University of Regina students from the Print Media course and the Level 4 Painting course will explore German Expressionism through the creation of new work. The final results will be showcased at the 5th Parallel Gallery.
- **International print exchange and exhibition:** The Saskatchewan Printmakers Association (S.P.A.), in partnership with Articulate Ink Press Inc., will coordinate an international print exchange inspired by German Expressionism. Each participant will create an edition of twelve prints to submit and will receive ten unique prints made by strangers in return! Of the two remaining, one will go into the S.P.A. archive and the other will be used in an exhibition in Regina at the Hague Gallery at the Creative City Centre. A call for submissions for the print exchange will be distributed in winter 2015 and the exhibition will be held in fall 2016. The exhibition curated from the print exchange will later be submitted to other galleries across the country, and perhaps internationally.

CULTURAL INDUSTRIES

- **Fashion show:** an evening of fashion inspired by German Expressionist design. A call for submissions/expressions of interest will be distributed in fall 2015 with the aim of finding fashion designers who have or are interested in exploring fashion inspired by German Expressionism. The fashion show will be a mix of both local and international designers, as well as both emerging and established. There will also be a pop-up trunk sale after the show so that designers have the opportunity to sell the pieces they created for the show.
- **Publication Projects:** We intend to create a book project following the completion of the Caligari Project. The German Expressionism speaker series lectures will constitute a solid base for this book and will be combined with additional essays that would discuss and illuminate the new work created in Regina around this event. We will be engaging a professional photographer to document all events for this purpose. A book invites discourse, ensures that a historical footprint is planted, and affirms Regina as a site for artistic and scholarly excellence. We will propose this book for publication by the Regina University Press.

We will also be seeking a means to distribute the film *The Cabinet of Dr. Caligari* with a recording of the new Cullimore score. As the film is in the public domain, this version could be sold in any market (the new score would be copyrighted, ensuring that the resale of this version could be controlled). We will also work with Jason Cullimore towards a CD release of the score. This will further engage audiences with creative work produced in Regina.

DANCE

- **FadaDance Christmas Dance Party Wrap Up:** Each year local dance troupe FadaDance holds a themed, all ages Christmas dance party. FadaDance has agreed that in 2016 the theme could be German Expressionism, and all their dancers would wear Expressionist inspired costumes and all party-goers are encouraged to dress to the theme as well. This event would double as a wrap up party for the Caligari Project Festival.

12. Who is the target audience for this event? What is the age range of the audience and the participants?

This event has a broad target audience and will be marketed and promoted throughout the city of Regina and beyond. Due to the interdisciplinary nature of the festival, it is anticipated that audiences who habitually attend one type of cultural activity, the symphony for example, will be inspired to attend other types of associated Caligari Project events - perhaps a film screening, theatrical production or visual arts workshop. One of the marquee events of the festival will undoubtedly be the screening of the film, *The Cabinet of Dr. Caligari* with a live score by Regina composer Jason Cullimore, performed a new orchestral group, made up of members of the Regina Symphony Orchestra, tentatively called *The Caligari Orchestra*. Through this event, organizers anticipate reaching a large audience of classical music enthusiasts and will draw that audience to other events.

Focus will also be placed on involving artists of all disciplines - visual artists, curators, dancers, actors, puppeteers, filmmakers and more will be encouraged to participate in the festival as artists, but also attend events as audience members.

Another target audience for the Caligari Project is youth and educators. Student engagement with German Expressionism could be encouraged in several ways:

- inclusion of content about the movement in Visual Arts, Theatre, Film, and possibly Music courses
- call for submissions of student work for the festival, such as:
 - a student and alumni exhibition of German Expressionist inspired prints and paintings at the 5th Parallel Gallery at the University of Regina
 - screening of student films inspired by German Expressionism
 - an evening of short performances in the movement by Theatre students
- lead-in symposia events such as talks as part of the Fine Arts Lecture Series or Art for Lunch

In addition, another possible target audience for the Caligari Project is the German community of Regina. According to the 2011 census, German is the second most spoken language in Saskatchewan and by connecting with organizations like the Saskatchewan German Council (SGC) for marketing, advertising and possibly programming purposes, we intend to cultivate an audience of people of German-speaking backgrounds.

The Caligari Project festival is two-pronged, it is both entertainment and educational. Engaged audiences for events will be found throughout the city - from avid cultural enthusiasts, classical music fans, students, academics, to artists - there is a broad range of people who are interested in learning more about the movement and being entertained by various performances, talks, exhibitions based upon and inspired by German Expressionism.

Economic Outcomes

The Caligari Project organizing committee will also be reaching out to out of town audiences and arts organizations around the province with festival advertising, as well as opportunities and calls for submissions to encourage province-wide engagement and participation. The Cabinet Collective will begin talks with several tourism agencies (Regina ROC, Tourism Regina, Tourism Saskatchewan, Regina Hotels Association) in Fall 2015 to see what sorts of tourism opportunities and partnerships could be developed in conjunction with the festival.

Economic outcome, while it is not known this far out from the event, can be estimated by comparing this city-wide cultural event to smaller city festivals with a similar range of activity such as the Cathedral Village Arts Festival, Queen City Pride, Regina International Fringe Festival, Regina Folk Festival or Nuit Blanche (Saskatoon).

COMMUNITY NEED

13. Why is this event important for the community?

This event is important for the community because it will act as a catalyst for the formation and fortification of interdisciplinary partnerships and networks within the Regina arts scene. The Caligari Project festival has sprung from an increasingly interconnected Regina arts scene, which has a strong foundation of interdisciplinary and collaborative art-making. The festival will serve to strengthen existing interdisciplinary partnerships and nurture newly-formed, growing partnerships into the future.

In addition to connecting a wide variety of organizations and artists working in a multitude of disciplines, the festival will also help to build audiences for the diverse number of works, events and performances that will be presented as a part of the festival. Not only will there will be a cross disciplinary pollination between artists and arts organizations though the festival, but also a cross pollination of audiences.

Moreover, the Caligari Project will serve to build the capacity of the Regina arts and culture community to produce large-scale, city-wide events and festivals, setting the stage for future city-wide festivals like Nuit Blanche (a nighttime arts and cultural festival that happens independently in major cities all across Canada) or the Luminato Festival in Toronto. Many Cities across Canada (including western Canadian cities like Saskatoon, Winnipeg, Calgary and Edmonton) have fully supported public festivals as community initiatives that also serve as important economic generators.

The Cabinet Collective believes that the time is right for Regina to begin producing our own large-scale, city-wide arts and culture festivals and the Caligari Project will serve as a learning experience and capacity building endeavour that will set the groundwork and build a strong network and template that will help guide these types of city-wide festivals to be successful in the future.

Another important aspect of why the Caligari Project is important for the community lies in recognizing Regina's strong German background and history. The area popularly known as Germantown in Regina was located between 10th and 11th Avenues, east of Broad Street. The earliest residents of the area were predominantly German and established themselves around the

public market as early as 1892. The German community soon established its own religious, secular and educational institutions and services. The legacy of their historical presence in Germantown remains in the concentration of churches and cultural clubs in and around this area. Famous Regina sculptor, Victor Cicansky has honoured Regina's German roots by creating a sculpture honoring Germantown that was featured in a 2007 MacKenzie Art Gallery exhibition entitled Regina Clay. Discussions with the Saskatchewan German Council will begin in Winter 2015 as to how the Caligari Project might work to respectfully honour and recognize Regina's German legacy.

The Caligari Project would also provide an opportunity to recognize Jean Oser. The influence of Jean Oser, considered the father of Saskatchewan film, should not be underestimated. Oser, who began as an editor for the German director G. W. Pabst in the 1928, moved to Regina in 1971 where he taught the first generation of Saskatchewan filmmakers, was the first filmmaker to hold a position on the Saskatchewan Arts Board, and whose legendary class lectures were often to capacity audiences where he showed films that no one had ever seen in Regina before. Oser's accounts of 1920s German cinema to his students in the 1970s and 1980s has had a profound impact that reverberates to this day.

In addition to helping build the capacity of the Regina arts community to produce city-wide events, build a strong network and recognize the important role German culture has played in Regina's history, the Caligari Project will also provide an opportunity for artists of all disciplines to explore the movement of Expressionism.

The Cabinet Collective believes that the various festival activities, devoted to the artistic and scholarly recognition of historical and contemporary Expressionist artifacts, produced locally and internationally, will bring audiences from all walks of life together with Regina artists and academics, and give them a chance to appreciate the art of Expressionism, including its own local brand of prairie Gothic films, paintings, poetry and music. The festival will also elicit reflections – and maybe encourage ways for resolution – about our collective fears and desires, prompted by the ever-growing alienation from nature, and from our true selves. The city-wide celebration of Expressionism will thus invite the people from Regina to partake in a unique event, straddling passionately and with artistic glare the intimate and the common, the historical and the contemporary, the local and the global.

14. What other organizations are involved in the event as partners? Provide a list here and attach letters of support, labeled as Attachment #2.

As a large scale city-wide community-based event, The Caligari Project also allows for a network of partnerships, and allows various partners to find their own funding or collaborate on funding applications with other artists or organizations.

As part of the planning process, the Caligari Project will complete multi-partnership agreements with these organizations that will clearly outline relationships, accountabilities, responsibilities and roles of the funders and organizers.

- Artesian on 13th
- Articulate Ink Press *
- Conductor Victor Sawa (Regina Symphony Orchestra Conductor (1999 - 2016))

- Creative City Centre *
- Curtain Razors
- Dunlop Art Gallery *
- FadaDance
- Hectik Theatre
- Jason Cullimore - composer *
- MacKenzie Art Gallery *
- Members of the Regina Symphony Orchestra - Victor Sawa and Tara Semple *
- New Dance Horizons - Animating public spaces, gazebo in the public gardens, outdoor night time public procession
- Prairie Puppet Underground *
- Regina Public Library Film Theatre *
- Saskatchewan Filmpool Cooperative *
- Saskatchewan Printmakers Association *
- University of Regina: Film, Theatre, & Visual Arts Depts/ Fine Arts Dept *

* = Letter of Support provided, included with attachment #2

COMMUNITY IMPACT

15. What is the direct community impact of this event?

The direct community impact of the Caligari Project will be felt immediately and well into the future. One of the most direct community impacts of the Caligari Project will be a stronger, more connected, more capable arts and culture community in Regina.

Because German Expressionism spans so many different artistic disciplines, the festival will be a chance for the communities of film, visual arts, music, theatre, etc., to come together and collaborate to create a world-class event inspired by the centennial of this influential movement.

Relationships between people and organizations will grow and strengthen throughout the festival with the hopes that these collaborations and connections will lead to future interdisciplinary partnerships and projects, providing a pathway to producing another large-scale, city-wide festivals like Nuit Blanche.

Regina has a close knit arts community, but having the opportunity to work together directly, face-to-face, in-person through festival events will form real connections between artists and organizers that will strengthen working relationships and foster a true sense of community and camaraderie.

The direct community impact goes beyond connecting artists and extends into connecting audiences to new mediums as well. People who normally come out to visual arts exhibitions will be informed of musical or theatrical performances, people who attend workshops will be informed of the lecture series and other great components of the festival and so on. One of the most direct community impacts of this festival, beyond the celebration and exploration of German Expressionism itself, will be so many cross-disciplinary groups working together to create and also the cross-fertilization of the audiences that these diverse groups draw to the various events.

Another direct community impact of the Caligari Project is that it will be setting a precedent for a world-class, multidisciplinary arts festival in the city of Regina, setting the stage for similar events in the future. Regina is a great place to hold an event like the Caligari Project - there are a multitude of different venues to suit all needs, artists working in many different mediums, as well as many different supporting organizations and funding bodies that can help make a large scale arts festival possible.

Additionally, another important direct community impact of the Caligari project will be supporting the arts and cultural community financially. Through the Caligari project, many artists will be paid to create, perform and organize, which will help to contribute to their financial stability. Many emerging artists will have the chance to be exposed to new audiences, develop a new bodies of work and be involved in a large scale festival. The festival will provide an opportunity to celebrate the high calibre, professional artists we have here in Regina, Saskatchewan.

16. How will you measure success of the event?

The success of the Caligari Project will be measured in a number of different ways. Surveys will be conducted with audience members and event attendees to find out about their experience and measure satisfaction. Artist/organizer/presenter surveys will also be conducted to measure the success of their involvement in the Caligari Project. Surveys will be conducted online, as well as in print on location to ensure a broad, representative range of answers are collected.

Success will also be measured by the partnerships and networking opportunities that will be created as a result of the festival. On a long term level, participants will be surveyed in the future (perhaps a year, two, three or four into the future) to see if any of the partnerships and connections formed as a result of the Caligari Project have led to other collaborations or projects.

Other important indicators of success for the Caligari Project that will be measured include:

- Attendance/ ticket sales
- Production and presentation of new works
- Web traffic/online analytics
- Social media engagement and analytics
- Marketing and sales of the festival documentation and merchandise (a book, DVD, CD)
- Public profile in the form of newspaper and other media coverage

17. What is the anticipated attendance of the event?

The anticipated attendance at the Caligari Project Festival is estimated to be between 9,000 and 10,000 people (see table listed in question 20 for a breakdown). Because the festival is made up of many different events, spanning many artistic disciplines, the organizing committee believes the projected attendance numbers are an accurate representation of audience sizes and attendance.

18. Provide your best estimate of the economic impact of the event (e.g., ticket revenue, number of people employed)?

Although cultural event like this one creates pride in the community, there is substantial evidence that wide scale city wide festivals creates economic development and promotional opportunities as discussed in #12. The estimated economic impact of the Caligari Project Festival is substantial. Based on other similar events, this festival could attract # people, Ticket sales, workshop fees and general revenue from events is projected to be between \$70,000 and \$80,000. However, it is important to note that much of this revenue will be going directly back to the people and organizations who are organizing components of the festival and not to The Cabinet Collective itself.

The festival will employ at least two part-time employees directly (the Festival Coordinator and the Marketing Coordinator) beginning in 2015, continuing well into Fall 2016. In addition, it is the hopes of the festival organizers that enough funding will be secured for the festival to partially fund the activity of **all partner organizations and groups** with an honorarium of \$500 - \$1000 depending on their level of involvement.

The festival will also create many opportunities to pay many artists, performers and administrators indirectly, because several organizations and artists are applying for their own funding to allow them to be a part of the festival, for example, composer Jason Cullimore has secured a grant from the Saskatchewan Arts Board to allow him to create the live score for the film *The Cabinet of Dr. Caligari*.

ACCESSIBILITY

19 Accessibility is defined as the degree to which an activity, service, or physical environment is available to as many people as possible, regardless of their physical abilities or socio-economic background. Describe how this program is accessible to the public and who can participate.

Accessibility is an important consideration of the Caligari Project. Efforts will be made to ensure the majority of events are held in physically accessible venues. While several of the events planned for the Caligari Project emphasize visual over textual expression, accommodations will be made for the Deaf and Hard of Hearing community by providing a Sign Language interpreter for events that incorporate spoken language.

For those facing financial barriers, there will be many events that are offered free of charge or at a "pay what you can" rate. These accessible events will be broadly marketed to help increase city-wide public awareness of the Caligari Project to anyone who might be interested in attending. Pricing frameworks will also take discounted student and senior rates into consideration to increase accessibility to those target groups. The organizing committee is also investigating the option of offering a discounted "matinee" showing of the marquee event, (the screening with live score of the film *The Cabinet of Doctor Caligari*) that would help to make even the most expensive component of the festival accessible to more people.

Using physically accessible venues whenever possible, providing accommodations to those who have hearing impairments, and offering events for free or at a pay what you can rate will help to

ensure that all those who want to attend or participate in the festival will be able to do so regardless of their physical abilities or socio-economic background.

- 20 Please specify which aspects of the event are free and which have an admission fee. List all applicable fees.**

Event Name:	Attendance:	Free/paid:	Fee:
Screening of The Cabinet of Dr. Caligari with live score	1000	paid	\$20 and \$50
Film festival: Expressionist Shorts	160	paid	sliding scale - \$5 to \$20
Speakers Series: German Expressionism Symposium	800	free	free
Performance festival: Expressionism on Stage	400	paid	\$20
Gallery exhibition: Expressionist Prints and Posters at the MAG	4875	free	free
International Print Exchange	80	paid	\$20 - \$25
Gallery exhibition at the Hague of international print exchange prints	250	free	free
Exhibition at the 5th Parallel	600	free	free
Workshop at the Dunlop	20	free	free
Workshops at Articulate Ink in partnership with S.P.A.	25	paid	\$100
Fashion Show	500	paid	\$25
Side show	100	paid	\$2
Concert/Musician Swap: German Expressionist Music	100	paid	\$10

FINANCIAL NEED

- 21 ☐ Attach a copy of the event budget to this application, labeled as Attachment #3. Ensure the event budget includes a list of estimated expenditures, revenues, other confirmed funding sources, sponsorships and in-kind donations.**
- 22. ☐ Attach your organization's most recent audited annual financial statements of the organization as presented at the last Annual General Meeting – including an income statement (showing revenues & expenses) and a balance sheet (showing assets, liabilities, and equity). If the financial statements are not audited then the unaudited financial statements must be signed and certified correct by two members of the Board of Directors. Label financial statements as Attachment #5.**
- 23. Explain why funding from the City of Regina is needed?**
Investment from the City of Regina is crucial for this event because it will assist organizers in contracting a professional festival coordinator beginning in Fall 2015. This contract will further enable the committee to plan this large scale event through a strategy which will outline the

proposed organizational and partnership structure, operations, financial plan including securing grants and sponsorships, evaluation plan and risk management plan. In addition to resourcing this key position, funding from the City of Regina will develop branding, a social media presence and other key marketing materials that will further enhance the reputation of Regina being a culturally vibrant city to work and live in.

In addition to the proposed contribution, there are other resourcing of this event in which the City of Regina can support the Caligari Project, these include but are not limited to:

- donation of office space for Festival headquarters in , city-owned buildings
- a representative of the City staff member can assist the organizing committee with coordinating the event and liaising with fire personnel, police, parking officials etc.

To ensure a successful event, the Caligari Project has expectations of partners and the community:

- that over 200 volunteers will support the event
- that a lead sponsor and other sponsors will be secured
- Local, Regional, and National Print and other media sources will commit to ensuring wide coverage of this city-wide festival

24. How will the City of Regina be recognized as a contributor to the event?

As a key contributor to the Caligari Project the City of Regina will be widely recognized for what their investment will provide to the event, these are included but not limited to:

- Acknowledged verbally and with signage at all events
- Acknowledged on all marketing materials and advertisements
- Acknowledged in media interviews/appearances
- Online/links on website and social media
- Invited to speak at launch/opening remarks
- Invite the Mayor to provide personal remarks in the program
- Acknowledged in the post-project publications

Attachments (number all attachments to correspond with this list):

- ☒ #1 – Current Profile Report from the Corporate Registry of Information Services Corporation (ISC); the Profile Report must be printed from the ISC website not more than 30 days prior to submission of your grant application.
- ☒ #2 – Letters of support (optional).
- ☒ #3 – Event budget which includes a list of estimated expenditures, revenues, other confirmed funding sources, sponsorships and in-kind donations.
- ☒ #4 – Letters confirming financial sponsorships and in-kind contributions from other levels of government, corporations and sponsors.
- ☒ #5 – Most recent audited annual financial statements of the organization as presented at the last Annual General Meeting – including an income statement (showing revenues & expenses) and a balance sheet (showing assets, liabilities, and equity). If the financial statements are not audited

then the unaudited financial statements must be signed and certified correct by two members of the Board of Directors.

APPLICATION AGREEMENT**Use of Money**

The Organization hereby agrees to use any money or services provided to the Organization only in the manner set out in this application. The City reserves the right to demand, at any time, the return of any monies if the Organization uses the money in a manner that, in the opinion of the City, is inconsistent with the objectives of the Community Investment Grants Program or with the description of the intended use of the funds as set out in this application or should it be discovered that the undersigned made a material misrepresentation in the application.

Terms of Agreement

Organizations receiving funding from the City of Regina must abide by City's bylaws, policies and procedures. An organization that has breached a City of Regina bylaw will lose, if applicable, the 20 percent outstanding payment following the initial breach of a bylaw. Subsequent incidents will result in the group being ineligible for grants in the future. If an organization has been advised of a City policy or procedure and does not comply with it, then this breach will be treated in the same manner as a breach of a City Bylaw.



Freedom of Information and Protection of Privacy

The City of Regina is committed to protecting the privacy and confidentiality of personal information. All personal information that is collected by the City is done so in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act*. The information collected in this application will be used to administer the Community Investment Grants Program. De-identified, aggregate information will be used by City of Regina for program planning and evaluation. This application will be distributed to the adjudicators of the Community Investment Grants Program.

Representations

In making this application, we the undersigned Board Members/Executive Director hereby represent to the City and declare that to the best of our knowledge and belief, the information provided in this application and the related attached supporting documents are truthful and accurate, that we have read and agree to comply with the Grant Guidelines and the application is made on behalf of the above-named organization and with the Board of Director's full knowledge and consent. We further represent that the above-named organization is registered as a non-profit corporation pursuant to the laws of Saskatchewan and agree that the organization shall remain so registered for the duration of the term of the grant.

Two signatures are required:

21	CHRYSTENE ELLS		DIRECTOR	AUG. 20, 2015
	Board Member Name (print)	Signature	Position	Date
21	DERNY HI		DIRECTOR	AUG. 20 th , 2015
	Board Member or Executive Director Name (print)	Signature	Position	Date



August 18, 2015

Dear Colleagues:

Articulate Ink Press Inc. is pleased to provide a letter of support to the Cabinet Collective in endorsement of the upcoming Caligari Project Festival (2016).

Participating in this Festival will offer a unique opportunity for the community to explore the rich history of German Expressionism movement through print exhibitions and workshops, as well as the chance to participate in the international print exchange organized by the Saskatchewan Printmakers Association.

Through the Caligari Project, we will explore a technique that we haven't yet had the chance to practice in our studio – woodcuts - in the Expressionist tradition. The Expressionists sought to revive the heritage of this medium, adopting woodcut as a primary artistic vehicle. Their starkly simplified woodcuts capitalized on the medium's potential for bold, flat patterns and rough-hewn effects.

In summary, the Caligari Project has the full support of Articulate Ink Press Inc. We look forward to augmenting the project with an exhibition, and offering programs that will allow the general public to explore new printmaking techniques within this context.

Sincerely,

Caitlin Mullan
Director, Articulate Ink Press Inc.



July 28, 2015

The Caligari Project Committee
c/o Rowan Pantel
Regina, SK

DUNLOP
ART
GALLERY

RE: Letter of Interest

Dear Organizers:

I am pleased to express interest participating in *The Caligari Project* scheduled to run in fall 2016, with a possible Mediatheque screening and adjunct workshop.

If you have any questions or comments, you can reach me at (306) 777-6045 or jmatotek@reginalibrary.ca

Yours sincerely,

Jennifer Matotek
Director/Curator

REGINA PUBLIC LIBRARY BOX 2311 2311 12TH AVENUE
REGINA, SASKATCHEWAN CANADA S4P 3Z5
TEL 306 1 777 6040 WWW.DUNLOPARTGALLERY.ORG

Jason Cullimore

Add.: 4109 Gordon Road
Regina, SK
Canada S4S 6N5
Tel: 306-581-1541
Email: jason@jasoncullimore.com
Web: www.jasoncullimore.com

To whom it may concern,

I consider myself very fortunate to be a participant in the Caligari Project as the composer of a new score for the classic German Expressionist horror film *The Cabinet of Dr. Caligari*. The style of the film may be unusual and angular, but, as an extremely influential and ambitious film from the early days of filmmaking, it also is a source of many familiar techniques and devices which form the fabric of films today. Almost every horror film in history owes a debt to *Caligari*, and as the composer of a new score for the film, I will strive to do it justice. I am pleased to report that I have already received funding from the Saskatchewan Arts Board to score the film, and am currently composing this music.

As an experienced composer of both film scores and serious concert music, I have always wished to create a soundtrack that brings together the best elements of both forms. The film composer in me wishes to craft music that serves the practical needs of a film, bringing out its most compelling elements in a way that only thoughtfully-crafted music can. The art music composer in me wants to develop scores that challenge and enchant audiences, giving them the opportunity to share in a singular emotional experience. In this project, these two aims come together in a wonderful manner: the score for *Caligari* will allow me to create music that expresses my independent artistic voice while simultaneously bringing to life the compellingly strange tale of the characters portrayed in the film. I feel a strong affinity for the film, and since the organizers of the Caligari Project have given me freedom to determine the form and expression of the music, I relish the opportunity to bring musical colour to this black-and-white masterpiece.

This will not be a conventional film screening however; it will also be a concert event, an opportunity for the public to hear an ensemble of local musicians perform the score in sync to the film being projected above them. The Caligari Project will thus culminate in a multi-media event that showcases talented Regina musicians in a highly entertaining performance. The aim is for audiences to experience something completely new, an innovative mix of contemporary concert music and classic film that will surely lead them to recognize and appreciate the depth of talent we have in our city. Thus the Caligari Project is as much a celebration of our community as it is of German Expressionism.

The screening is far from the only event being planned for the Caligari Project. As more local artists and scholars become involved, I grow more and more excited about how the overall programme will engage Regina audiences. This event represents a coming together of many individuals, disciplines and ideas, and it will be an excellent showcase of Regina's cultural and organizational spirit. It is a unique, innovative project that involves some of Regina's most capable and enthusiastic individuals who are reaching out to Regina audiences with an original and compelling programme. This is a wonderful opportunity for the public to share in an enriching experience, and for these reasons the project is well worthy of support.

Best Regards,



Jason Cullimore



August 18, 2015

3475 Albert Street
Regina, SK S4S 6X6
Phone: (306) 584-4250
mackenzieartgallery.ca

The Cabinet Collective
c/o Leesa Streifler
Professor, Visual Arts Department
University of Regina
Regina, Saskatchewan
S4S 0A2

Dear Cabinet Collective:

I am writing in support of the Cabinet Collective application to the City of Regina Special Events grant program for the Caligari Project in Fall 2016. As its contribution to this engaging city-wide festival, the MacKenzie Art Gallery will present an exhibition of German Expressionist prints and drawings from its permanent collection. The selection will include master works by leading figures of the Expressionist movement, including: Max Beckmann, Franz Marc, Karl Schmidt-Rottluff, Käthe Kollwitz, Otto Dix, Emil Nolde, and Walter Gramatte. We hope to supplement these works with additional selections from the extensive holdings of the Winnipeg Art Gallery, should funds permit. The exhibition is scheduled for October 2016 through April 2017.

The impact of German Expressionism continues to resonate today as one of the most notable attempts to "get hold of the magic of reality"—as Max Beckmann writes— by peeling back everyday appearances to reveal the dark and shining truths hidden within. Nowhere is this more evident than in the film *The Cabinet of Dr. Caligari*, which shares the same visionary quest as the artists represented in the MacKenzie exhibition. The cross-disciplinary exchange which will result from multiple presentations of film, literature, music, dance, theatre, and visual art, further echoes the Expressionist vision of a world transformed by a vibrant conversation among the arts. The MacKenzie looks forward to audience building around these themes and to creating a dynamic engagement with some of the twentieth-century's most adventurous and influential artists.

We thoroughly support the Cabinet Collective application and look forward to a fruitful collaboration with the project partners.

Sincerely,

Timothy Long
Head Curator



August 7, 2015

To Whom It May Concern:

The following is a letter of intent and outline of the contribution of The Caligari Orchestra to the Caligari Project in the fall of 2016, including a description of the preparatory work over the coming year.

The Caligari Orchestra is an ensemble of musicians from the Regina Symphony Orchestra (RSO), assembled specifically to present the world premiere of a new score for the 1920 film *The Cabinet of Dr. Caligari* by Regina's award-winning symphonic composer, Jason Cullimore, with conductor Victor Sawa. This is a highly ambitious and very exciting project!

The Caligari Orchestra is being facilitated by well-known Regina Symphony Orchestra musician Tara Semple, who will be hiring the musicians, facilitating the Orchestra, and working as the liaison between the composer and the musicians. Tara will also book and direct rehearsals, and facilitate the project overall. In order to present a polished work for the world premiere, and to assist Jason with his writing, multiple meetings, rehearsals and workshops will be held in the months leading up to the performance. The score is currently in the process of being written, and in order for the composer to work his magic it is of great importance for him to hear the specific instruments playing what he has written.

The composer: Jason Cullimore is an amazing composer. He is creative and has clear musical ideas that he articulates through the use of the musicians. Previous similar collaborations between Tara and Jason include commissioned works by Saskatchewan composers The Quarter Tones flute ensemble, during which the composer and musicians worked together through the composing and rehearsal process, an approach which presents great value for both the composer and the musicians. Both the final composition and the public performance are greatly enhanced by the collaborative nature of this approach to developing and presenting new work. Jason is fantastic to work with, he listens well to the performers and is incredibly flexible when asked for something that would work better for their particular instrument. Jason already knows a great deal about working with classical instruments, and having this opportunity allows him to grow even further in his capacity to express his ideas musically.

Workshopping the score: Jason composes on a computer, using sampled and synthesized sounds, which come to life in entirely different ways when musicians perform the parts using live instruments. The best way for Jason to be able to work with the texture of the orchestra is to repeatedly workshop the score with the musicians during the process of writing. This gives Jason access to direct feedback from the musicians on things that might work better on their particular instrument, or, if he is looking for a specific effect, it is extremely useful for him to have the specialist on the instrument demonstrate the different options that are available on that particular instrument. These workshop sessions also help with considerations such as which

instruments blend together for certain parts of the score, balance issues, colour combinations of sound, quirks of the instruments, which range sounds the best, and so forth.

Rehearsals: Once we have the piece through the workshop phase we move to the musical rehearsals, which are booked solely to work on the music. The score is complicated, because of the use of sound effects and rich and complicated music, and the orchestra will need ample rehearsal time in order for the product to be top notch.

The Maestro: The final phase of this process will be two rehearsals, and the performance to the screening of *The Cabinet of Dr. Caligari*, with the Maestro. When working simultaneously with film and musicians, it is essential to have a director who is not faint of heart, who is on his toes and knows how to pull it all together. There are many challenges that arise from matching a musical score to a silent film. The potential for things to go wrong increases with the combination of sound and film. The conductor wears a headset which plays a click track to link him to the film, while he simultaneously keeps track of the music, musicians, and all of the visual cues in the playing film that put the orchestra into action at his indication.

Victor Sawa is the Maestro for the job. Victor is a very seasoned director and Tara and the other musicians have all worked with him for many seasons. Victor has so much to offer! In addition to his exceptional skill as a conductor, he is also a major film buff with lots of knowledge and passion for this genre; one of his many gifts is being able to pull off tricky multimedia performances, having conducted many scores to silent movies.

Everyone involved is so thrilled that Victor is coming in on this project.

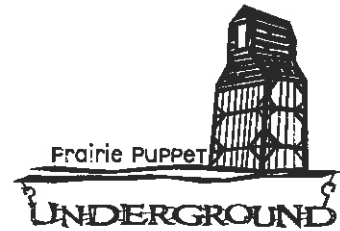
The total budget for this entire project, not including Jason's composing work, is \$11,000, which pays all of the musicians for workshops and rehearsals, as well as the Caligari Orchestra and Maestro for the final rehearsals to set the music to the film, and of course, the performance. Based on meetings with The Saskatchewan Arts Board, The Caligari Orchestra plans to apply for funding under the Arts Board's Independent Artists Grant: Collective Ensembles.

The goal for the Caligari Orchestra is to give an absolute top notch performance as the featured highlight of the Caligari Project in Regina, doing justice to Jason Cullimore's amazing score and showcasing some of Regina's finest musicians doing what they do best.

Tara Semple
Regina Symphony Orchestra

Prairie Puppet Underground Inc.

2425 Atkinson Street, Regina, SK, S4N3X6 • 306-525-2878 •
Coordinator@PrairiePuppetUnderground.com
www.PrairiePuppetUnderground.com



puppetry in visionary art creation and exhibition

August 1, 2015

To Whom It May Concern:

The Prairie Puppet Underground is very excited to add the art of puppetry and related performance and installation practices to the incredible array of art forms to be presented as part of *The Caligari Project* in Regina in the fall of 2016!

Caligari Sideshow (working title) is envisioned as a German Expressionist-themed modular interactive performance and installation. The Sideshow will feature vintage-style sideshow acts, including but not limited to: a card-reader puppet or animatron, a puppet accordionist, unusual sideshow games, suitcase 'Penny Arcade' puppet shows, shadow puppetry, a fortune-telling somnambulist and a German Expressionist photo booth, where attendees' photos may be taken and then digitally altered to place them in a German Expressionist world complete with clothing and makeup.

As envisioned, the **Caligari Sideshow** will be installed in whole or in part in venue lobbies and during various events throughout the festival. Being modular, the Sideshow will be adaptable to a variety of spaces, with each element working either as a stand-alone or as part of a larger installation, making elements of the Sideshow capable of popping up in public spaces, such as parks, at the Farmer's Market, or at other city events and locations leading up to and during the festival.

The Prairie Puppet Underground plans to bring together a group of Regina puppet artists and students to create the Sideshow, the elements of which will be created through a series of puppet and performance workshops in 2016.

Please do not hesitate to contact us if there are any questions!

Sincerely,

Chrystene Ells
Artistic Director, Prairie Puppet Underground
Regina, Saskatchewan

www.PrairiePuppetUnderground.com



August 8, 2015

Ms. Rowan Pantel
The Caligari Project
c/o The Cabinet Collective

This letter is being submitted in support of the upcoming Caligari Project which is scheduled to take place in Regina in 2016.

The RPL Film Theatre is pleased to be among the venues for the collective of screenings, panels and events and is currently working with the project committee to program a series of contemporary and German Expressionist film screenings which would take place monthly, on Thursday evenings beginning in the first quarter of 2016 and continuing until October.

The scope of The Caligari Project is large, inclusive, and has great potential to bring together many diverse cultural, multi-cultural, artistic, academic and social communities and we look forward to participating in the evolution of The Caligari Project in the city of Regina.

Sincerely,

A handwritten signature in black ink, appearing to read "Belinda New". The signature is written in a cursive, flowing style.

Belinda New
RPL Film Theatre Programmer/Supervisor

RPL Film Theatre
2311 - 12th Avenue Regina, SK S4P 3Z5
Phone: 306.777.6104
Fax: 306.949.7260
bnew@reginalibrary.ca



**SASKATCHEWAN
FILMPOOL
COOPERATIVE**

4301-1822 Fourth Street
Regina, SK, S4P 2G7
Ph: (306) 757-8818
Fax: (306) 757-3622
web: filmpool.ca
www.filmpool.ca

The Saskatchewan
Filmpool Cooperative is
a non-profit artist-run
centre which supports,
encourages, and
assists independent
filmmaking in
Saskatchewan.

The Filmpool is
committed to
developing an
awareness and
appreciation of
independent film
which reflects the
individual and
collective cultural
expression of
Saskatchewan
people.

August 12, 2015

City of Regina

Letter of Support - The Caligari Project (2016)

Dear Sirs/Madame,

The Saskatchewan Filmpool Cooperative is extremely honored to be a working partner on the Caligari Project (2016), and we remain very optimistic regarding its positive impact on City of Regina's artistic and cultural communities.

The Caligari Project is a city-wide, multi-disciplinary partnership festival celebrating one of the most influential art movements of all time "German Expressionism". The Filmpool is delighted to be a partner on this exciting and comprehensive program.

Cinematic German Expressionism, beginning with the classic "The Cabinet of Dr. Caligari" (1920), has influenced many independent films and filmmakers over the years. Consequently, as part of the Filmpool's involvement within the program, we will be challenging our members, as well as independent filmmakers throughout Saskatchewan and beyond, to create short films influenced by this dynamic art form. The submitted films will be adjudicated and a selection of the work will be screened in association with the festival.

In addition, the Filmpool will be presenting a series of technical oriented workshops in shooting and lighting with German Expressionism techniques - in order to assist our members with the production of their films. And finally, working in association with the Department of Film at the University of Regina, the Filmpool will be presenting a series of vintage German Expressionism film screenings within an academic context, in order to motivate and to inform our members and their work.

The Filmpool is a proud partner of this exciting initiative. We have been involved within the planning and designing of this program from the onset, and we would like nothing more than to successfully present this unique and culturally diverse festival to the citizens of Regina.

Sincerely,

Gordon Pepper
Executive Director



August 18, 2015

To Whom It May Concern:

The Saskatchewan Printmakers Association (SPA) is thrilled to be a part of the upcoming Caligari Project (2016). Printmaking is a big part of German Expressionism and we are looking forward to participating in the project by organizing an international print exchange themed around Expressionism and a subsequent exhibition of the prints that are submitted for the exchange.

The SPA is excited to offer this opportunity to our members, as well as the broader public and can't wait to see what sort of prints are submitted for our first major international print exchange.

As a newly formed organization (incorporated February 2015), we very much appreciate the opportunity to be involved with a large-scale, interdisciplinary arts festival like the Caligari Project. It will help us to raise our profile, find new members and become more connected to the arts scene in Regina.

In summary, the Cabinet Collective Inc. has our full support for the Caligari Project, and we cannot wait to be a part of this exciting event.

Regards,

Karli Jessup
Director, Saskatchewan Printmakers Association

August 13, 2015

Dear Rowan Pantel,

The Visual Arts Department is very excited to be involved in the Caligari Project planned for fall, 2016. We would be able to support this project by involving advanced painting students in a project pertaining to both historic and contemporary expressionism, and committing to showing this work in the Fifth Parallel Gallery on campus.

We would also be willing to promote and host a lecture pertaining to expressionism in our Art For Lunch Lecture Series.

Thank you for the opportunity to become involved in this impressive, multi-disciplinary cultural project. I am certain our students have much to gain from this!

Best regards,



Leesa Streifler

Professor & Department Head

University of Regina

1 August 2015

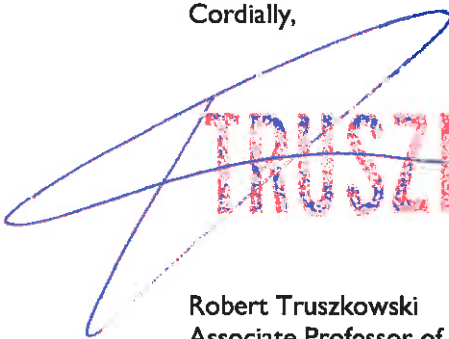
To Whom It May Concern:

I am writing in support of Rowan Pantel, and the Caligari Project, with which she is affiliated. I have known Rowan for more than 4 years, initially as her Supervisor in the MFA Programme at the University of Regina. Rowan is a focused, hard-working, and exceedingly interesting artist with an abundance of skills and opportunities to offer a host of different, though many times, interconnected communities. I have full confidence in her abilities to succeed wherever she focuses her attention.

The Caligari Project sounds like a wonderful opportunity to involve my own undergraduate and graduate students in a broader artistic dialogue with Rowan. To that end, I have invited Rowan to give a demonstration and presentation on German Expressionism in Printmaking, during the Winter 2016 semester. Furthermore, I understand that a Contemporary Expressionist Group Exhibition is being planned at the 5th Parallel Gallery at the University of Regina, and I not only applaud such an initiative, but will be actively encouraging all of my students to participate.

In summary, Rowan, and the Caligari Project have my complete support. I look forward to watching it all come together, and count myself fortunate to be involved in some small way.

Cordially,



TRUSZKOWSKI

Robert Truszkowski
Associate Professor of Print Media
& Graduate Coordinator
University of Regina
306-585-5574
robert.truszkowski@uregina.ca

BUDGET		
	Proposed Budget	Notes
REVENUE		asterick (*) indicates in-kind
GRANTS		
City of Regina	\$24,000.00	unconfirmed
SaskCulture	\$10,000.00	unconfirmed - Multicultural Initiatives Fund applying March 2016
Saskatchewan Arts Board: SaskFestivals Project Grant	\$8,000.00	unconfirmed - applying in October 2015
Creative Sask	\$6,000.00	unconfirmed
Culture Days	\$4,000.00	unconfirmed
Canadian Heritage	\$2,000.00	unconfirmed
SPONSORSHIPS		
Conexus Credit Union	\$5,000.00	unconfirmed
Sasktel	\$2,500.00	unconfirmed
SaskPower	\$2,500.00	unconfirmed
Vale Potash Canada Inc	\$1,200.00	unconfirmed
Association of Regina Realtors Inc	\$1,200.00	unconfirmed
Saskatchewan Housing Corporations	\$1,000.00	unconfirmed
German Consulate	\$500.00	unconfirmed
PERSONAL CONTRIBUTION		
Gerald Saul	\$500.00	confirmed
TICKET SALES, FEES, ETC.		
Ticket sales	\$30,000.00	unconfirmed - estimated 2 nights headliner (\$50 premiere & \$20 second night)
Merchandise sales	\$1,200.00	unconfirmed
Archival book, dvd, and music cd	\$6,000.00	unconfirmed
FUNDRAISER		
Halloween party 2015	\$2,000.00	unconfirmed
FUNDING APPLIED FOR BY PARTNER ORGANIZATIONS		
Regina Symphony Orchestra	\$11,000.00	unconfirmed - Independent Artist Grant from Saskatchewan Arts Board to perform original score for headliner show: "Caligari"
Jason Cullimore	\$7,200.00	confirmed - Independent Artist Grant from Saskatchewan Arts Board to score headliner show: "Caligari"
Saskatchewan Filmpool Cooperative	\$1,500.00	confirmed - included in their Operational Grant with Canada Council for workshop and screening
IN-KIND CONTRIBUTION		
University of Regina - Darke Hall	\$2,400.00	unconfirmed - venue, staff, promotion* (Presenting Partner)
Artesian on 13th	\$2,100.00	unconfirmed - venue, staff, promotion* (Presenting Partner)
Regina Public Library Film Theatre	\$1,400.00	confirmed - venue, staff, promotion*
Saskatchewan Filmpool Cooperative	\$1,200.00	confirmed - large HD projector, camera rental, and promotion*
Mackenzie Art Gallery	\$1,000.00	unconfirmed - venue, staff, promotion*
Dunlop Art Gallery	\$800.00	confirmed - venue, staff, promotion*
Prairie Puppet Underground (Collective)	\$500.00	confirmed - admin*
Total Revenue	\$136,700.00	

EXPENSES		
FEES OR SALARIES		
Festival Coordinator	\$23,000.00	Michelle Brownridge
Orchestra	\$11,000.00	paid for through Independent Artist Grant from SAB
Personnel	\$10,000.00	Coordinators (ex. Volunteer Coordinator, etc.)
Composer	\$7,200.00	paid for through Independent Artist Grant from SAB
Communications/Marketing Coordinator	\$6,000.00	
Administration	\$5,000.00	
Programming	\$5,000.00	
Technical	\$5,000.00	
Photographer and Videographer for events/promotion	\$2,000.00	
Workshop facilitator	\$1,500.00	paid for by Filmpool
Emcee	\$500.00	
Administration assistance	\$500.00	Prairie Puppet Underground (in-kind)*
PROGRAM SUPPORT FOR ORGANIZATIONS		
Funding to Organizations	\$10,000.00	\$1,000 x 10 organizations for fund and festival capacity and audience development
PRODUCTION		
Archival book, dvd, and cd	\$8,500.00	
New Dance Horizons kick-off event	\$4,000.00	last weekend in September to align with Culture Days
Trailer/advertisement production	\$600.00	
Equipment rental	\$600.00	large HD projector (in-kind)*, lights, carpet
PROGRAM MATERIALS		
Distinctive clothing	\$1,000.00	Festival shirts for volunteers and for merchandise
Workshop materials	\$500.00	Paints, paper, hot glue, wooden dowel
Print Exhibition materials	\$450.00	supplies, such as frames
Penny Arcade public exhibition	\$400.00	Suitcases, puppets, set, articles
Buttons	\$125.00	1000 Buttons
TRAVEL		
Per diem	\$1,200.00	performers and event staff
Accommodations	\$900.00	
Travel and transportation	\$800.00	visiting performers and local shuttling
COMMUNICATIONS/PROMOTION		
Advertising & Printing	\$3,000.00	newspaper ads, postcards, large poster
Artesian on 13th Billboard rental	\$1,800.00	
Poster/Handbills/Programs	\$1,500.00	Fast Print
Online advertising	\$1,500.00	Facebook and Google
Program Guide	\$1,000.00	by Odidodi Design & Production House
Logo Design	\$800.00	by Odidodi Design & Production House
Poster Design	\$500.00	by Odidodi Design & Production House
Handbill Design & Layout	\$300.00	by Odidodi Design & Production House
Billboard Design & Layout	\$300.00	by Odidodi Design & Production House
Insert Programme	\$300.00	by Odidodi Design & Production House
Additional Ad Templates	\$100.00	by Odidodi Design & Production House
Digital Billboard	\$980.00	Albert/Dewdney(\$300) Broad/13th(\$180)
Prairie Dog	\$880.00	Vertical Ad
Advertising in other event programmes	\$800.00	Cathedral Village Arts Festival, Fringe, Theatre Companies
In-kind promotions through partners	\$2,500.00	Advertising through partner communities (in-kind)*
Website management	\$300.00	
Artesian on 13th Billboard printing	\$200.00	
Artesian on 13th Billboard installation	\$100.00	
Website hosting and domain registration	\$400.00	Dreamhost / Wix

ADMINISTRATION		
Ticketing	\$800.00	
Legal, banking, accounting fees	\$600.00	
Incorporation expenses	\$200.00	Information Services Corporation fees, etc.
Membership dues	\$325.00	Saskatchewan Association of Theatre Professionals, Saskatchewan Filmpool Cooperative
IN-KIND		
Venue rental	\$2,940.00	Artesian on 13th - (\$1740 in-kind)*
Venue rental	\$2,400.00	University of Regina - Darke Hall (in-kind)*
Venue and staff	\$1,000.00	RPL Film Theatre (in-kind)*
Venue and staff	\$500.00	Dunlop Art Gallery (in-kind)*
Venue rental	\$500.00	MacKenzie Art Gallery (in-kind)*
OTHER		
Shipping	\$400.00	Advertisements, DVDs, artwork
Contingency	\$4,000.00	3% rounded
Total Expenses	\$136,700.00	

Attachment #4

A note regarding attachment #4 - Letters confirming financial sponsorships and in-kind contributions from other levels of government, corporations and sponsors.

The Cabinet Collective would like to note that due to timing, the City of Regina Special Event Grant is the first funding application that we are submitting for the Caligari Project, therefore we are not able to provide letters confirming financial sponsorships or any other in-kind contributions from other levels of government, corporations and sponsors. If approved, the investment of the City of Regina would allow the Cabinet Collective to leverage other funds (grants and sponsorships) and provide stability to the organization.

The following is a list of other potential funding sources that the Cabinet Collective is actively pursuing:

City of Regina	\$24,000.00	unconfirmed
SaskCulture	\$10,000.00	unconfirmed - Multicultural Initiatives Fund applying March 2016
Saskatchewan Arts Board: SaskFestivals Project Grant	\$8,000.00	unconfirmed - applying in October 2015
Creative Sask	\$6,000.00	unconfirmed
Culture Days	\$4,000.00	unconfirmed
Canadian Heritage	\$2,000.00	unconfirmed
SPONSORSHIPS		
Conexus Credit Union	\$5,000.00	unconfirmed
Sasktel	\$2,500.00	unconfirmed
SaskPower	\$2,500.00	unconfirmed
Vale Potash Canada Inc	\$1,200.00	unconfirmed
Association of Regina Realtors Inc	\$1,200.00	unconfirmed
Saskatchewan Housing Corporations	\$1,000.00	unconfirmed
German Consulate	\$500.00	unconfirmed
FUNDING APPLIED FOR BY PARTNER ORGANIZATIONS		
Regina Symphony Orchestra	\$11,000.00	unconfirmed - Independent Artist Grant from Saskatchewan Arts Board to perform original score for headliner show: "Caligari"
Jason Cullimore	\$7,200.00	confirmed - Independent Artist Grant from Saskatchewan Arts Board to score headliner show: "Caligari"
Saskatchewan Filmpool Cooperative	\$1,500.00	confirmed - included in their Operational Grant with Canada Council for workshop and screening

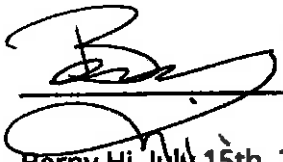
Attachment # 5.

The Cabinet Inc.

For the fiscal year end of December 31, 2014 The Cabinet Inc. had no bank account and no financial transactions.

2015 is the first year the organization existed, so there are no comparative figures or previous years to report.

Signed by member of the Board of Directors, Berny Hi.



Berny Hi, July 15th, 2015

AUG 20 2015

Community Services
Department

**COMMUNITY INVESTMENT
GRANTS PROGRAM**

**SPECIAL EVENT GRANT
2015 APPLICATION**
(\$5,000 - \$50,000)

Instructions:

- Complete all sections of this form in the space provided; type-written applications are required.
- Keep one copy of this completed application form and attachments for your records.
- Number all attachments.

Please note: All information contained in this application and supporting documentation is posted on the internet.

GENERAL INFORMATION:

- Organization's Legal
1. Name: Ukrainian Canadian Congress - Saskatchewan Provincial Council, Inc
- Mailing Address: #4-2345 Avenue C North, Saskatoon Postal Code: S7L 5Z5
2. Contact Person: Danylo Puderak, Executive Director
- Mailing Address: #4-2345 Avenue C North, Saskatoon Postal Code: S7L 5Z5
- Telephone No: 306-260-4822
- E-mail: danylo.puderak@ucc.sk.ca
3. Alternate Contact: Diana Dumanski, Congress 2016 Chair
- Mailing Address: 42 Cole Crescent, Regina Postal Code: S4N 6V2
- Telephone No: 306-529-9668
- E-mail: mddumanski@sasktel.net
4. Name of Event: A National Celebration of 125 Years of Ukrainians in Canada
5. Amount of Request: \$50000
6. Event Date(s): Saturday 01 October 2016

ORGANIZATION:

7. ☒ Attach a copy of your organization's current Profile Report from the Corporate Registry of Information Services Corporation (ISC), labeled as Attachment #1. The Profile Report must be printed from the ISC website not more than 30 days prior to submission of your grant application.
8. What is your organization's mandate?
- The Ukrainian Canadian Congress-Saskatchewan Provincial Council, Inc. is an inclusive, self-sustaining, vibrant organization that serves the Saskatchewan Ukrainian community to maintain, develop and share its Ukrainian Canadian identity, culture and aspirations.

9. What are some of the significant accomplishments and successful programs of your organization over the past 3 years?

Please see attached annual reports for 2012, 2013 and 2014, which include audited financial statements for each year.

10. Does your organization have any unpaid accounts with the City of Regina (e.g., taxes, utilities, tickets, permits, etc.) or outstanding grant follow up reports? If yes, what are they?

No

PROGRAM MERIT:

11. Provide a complete event description. Include detailed information on what activities are planned, dates/times/locations of activities, and all other relevant information.

The year 2016 will mark the 125th Anniversary of Ukrainian Settlement in Canada. As part of the various commemorative events that will take place across Canada in that Year, the city of Regina was selected the host city of the four-day XXV Triennial Congress of Ukrainian Canadians (29 September to 02 October 2016). This gathering will bring together national and international leaders of the Ukrainian community for discussions on various cultural, educational, political and historical topics, including multiculturalism, immigration, cultural development and Canada-Ukraine relations. This is historic as it is the first time this event will be held in Saskatchewan and will draw national and international attention to our province's capital city!

In conjunction with the XXV Triennial Congress, a Gala National Celebration is being planned and will take place at Regina's Conexus Arts Centre on Saturday, October 1, 2016. This nearly 2 hour Showcase will feature top calibre performers representing a variety of genres of the Arts from dance, music, song, theatre. An Artistic Director will be hired to develop the show and select entertainers from across Canada, with the possibility of international headliners as well.

This event promises to shine a light on the city of Regina as plans also include world-wide live-streaming of the concert making it accessible to viewers around the world.

In addition to the hiring of an Artistic Director, coordination and production of this gala show will be entrusted to a professional Production Company, thereby maintaining a high calibre production.

As there will be performers, community leaders and concert-goers traveling from various points across Canada to Regina to participate, local hotels and restaurants stand to benefit from the expenses related to hosting these guests. Performers will be staying at the Double Tree Hotel while community leaders and guests will stay at the Delta Regina where the Congress of Ukrainian Canadians will take place.

A promotional video about the Congress, Gala National Celebration is being produced in order to draw attention to Regina's hosting of this important gathering.

Also planned is a souvenir program book that each attendee will receive, with additional copies available for purchase.

The Gala will be included in the promotional material that is being prepared for the convention, which is Canada-wide.

Planning of the event, which is now underway, will involve:

- Contacting and auditioning Ukrainian talent from across Canada

- Producing the performance to be presented
- Co-ordinating travel and accommodation from across Canada to Regina
- Advertising, promotion and ticket sales
- Transporting conference attendees from the conference location (Delta) to the Gala venue
- Presentation of the Gala Performance at the Conexus Arts Centre on October 1, 2016.

12. Who is the target audience for this event? What is the age range of the audience and the participants?

Target audiences will include:

- Members of the general public, through ticket sales, comprised of:
 - o Delegates to the Triennial Congress of Ukrainian Canadians from across Canada, along with their friends and families, already in Regina for the gathering.
 - o Members of the Ukrainian community in Regina, various locations throughout Saskatchewan and neighbouring provinces. These will include, but not be limited to, descendants of the Ukrainians who settled in Canada as pioneers, and the more recent immigrants from Ukraine to Canada.
 - o Those interested in experiencing and learning more about Ukrainian Canadian culture, or who are simply interested in being entertained by popular Ukrainian performing arts.
- The world community, by viewing the live-streamed presentation.

The age range of those actively involved in planning and performing in the Gala will most likely be from in their teens to in their seventies. Live-streaming of the production makes this celebration accessible to a world-wide audience of all ages.

COMMUNITY NEED

13. Why is this event important for the community?

This event is important for Regina and its community for the following reasons:

- a. It will shine a spotlight on Regina, as a host to a major Gala National Celebration event. It will draw national and international attention to Regina and to Saskatchewan;
- b. People from across Canada will experience Regina as a destination that has facilities and venues that are capable of hosting a high-profile national and international event ;
- c. It will bring in tourist dollars from across Canada;
- d. Local members of the community will get a chance to participate in and learn about planning a large-scale event;
- e. Local talent will be given the opportunity to display their performing arts skills;
- f. It will provide an event for non-Ukrainians to experience Ukrainian culture and learn more about the contribution of Ukrainians to Canada's history and development as a nation; and
- g. Also important to the Canada-wide community, by providing an environment for youth and adults to showcase their talents in the performing arts.

14. What other organizations are involved in the event as partners? Provide a list here and attach letters of support, labeled as Attachment #2.

The lead organizers of this event are the Ukrainian Canadian Congress Regina Branch and Saskatchewan Provincial Council National Ukrainian Canadian Congress. The Conexus Arts Centre has already committed to be an event sponsor.

Attached is a listing of the members of UCC Saskatchewan.

COMMUNITY IMPACT

15. What is the direct community impact of this event?

The direct impact that this major national event will have on Regina and Saskatchewan will also include:

- a. Volunteer Engagement: Hundreds of Regina and Saskatchewan-based volunteers will be engaged in planning and hosting the celebration;
- b. Direct impact on local businesses: The city of Regina will see an influx tourism dollars from people across the country attending the event. In addition, the budget will see much of its expense made in Regina through the hiring of local companies for accomodations, A/V rentals, meals, transportation, rehearsal facilities, etc.
- c. Regina in the National/International Spotlight: A successful celebration will open future opportunities for hosting similar events. Guests and viewers from across the country and other parts of the world will be connected to the city of Regina that evening.
- d. Newcomer Inclusion: A priority with the planning and execution of this event will be the inclusion of many immigrant newcomers.

16. How will you measure success of the event?

- a. Financial Success of the celebrations
- b. Number of people in attendance
- c. Number of viewers watcing the live-stream
- c. Response by the people in attendance
- d. Media coverage of the event (local, national, international)
- e. Amount of social media activity generated by the event, before and after
- f. Content of the social media activity amount the event, before and after
- g. Number of volunteers who participated

17. What is the anticipated attendance of the event?

It is expected that the Conexus Arts Centre will be sold out at 2,000 attendees with many more able to participate through the world-wide live-streaming.

18. Provide your best estimate of the economic impact of the event (e.g., ticket revenue, number of people employed)?

Ticket sales for Gala National Celebration = \$145,000.00.

Hotel rooms for out of town guests and performers over two nights = \$75,000

Meals/Personal expenses at approximately \$125 per person per day for two days x 1,000 = \$250,000

Employment of an Artistic Director, Producer, Administative Coordinator = 60,000

Engagement of City of Regina transit buses and other transport: \$6,500

Estimated economic impact of above items = \$536,5000

Much of the work would be done by volunteers.

ACCESSIBILITY

19. Accessibility is defined as the degree to which an activity, service, or physical environment is available to as many people as possible, regardless of their physical abilities or socio-economic background. Describe how this program is accessible to the public and who can participate.

The Conexus Arts Centre makes every effort to make the Centre accessible. They offer standard wheelchair access and seating in their main theatre. City of Regina Paratransit services are available with bus transportation.

Tickets will be available to the general public. Although most likely it will be people who are related to or are friends with Ukrainians that will be drawn to the event, there is no barrier for people of all ethnic backgrounds to attend.

It is likely that more people of non-Ukrainian ethnicity will participate by viewing the live-stream performance. This facet of the event will be the most openly-accessible portion of the event. There is only one physical barrier to watching this event, and that barrier is access to the Internet. Therefore accessibility is literally world-wide. Hundreds of countries will have access to the Gala Performance. The visually challenged will be able to hear; audio challenged will be able to view performances. People will be able to watch from the comfort and accessibility of their own homes.

20. Please specify which aspects of the event are free and which have an admission fee. List all applicable fees.

Individuals attending the Gala Performance at the Conexus Arts Centre will be required to purchase a ticket.

The admission to view the live-streaming of the performance throughout the world will not have an admission fee. Viewers will have to have access to the internet and a device on which to view/hear the performance. We consider this portion of the event to be free.

FINANCIAL NEED

21. ☒ Attach a copy of the event budget to this application, labeled as Attachment #3. Ensure the event budget includes a list of estimated expenditures, revenues, other confirmed funding sources, sponsorships and in-kind donations.
22. ☒ Attach your organization's most recent audited annual financial statements of the organization as presented at the last Annual General Meeting – including an income statement (showing revenues & expenses) and a balance sheet (showing assets, liabilities, and equity). If the financial statements are not audited then the unaudited financial statements must be signed and certified correct by two members of the Board of Directors. Label financial statements as Attachment #5.
23. Explain why funding from the City of Regina is needed?

Regina has been chosen as the 125th Anniversary Gala National Celebration host city with the belief that this community and its city government are committed to hosting, both the 125th Celebration and the XXV Triennial Congress of Ukrainian Canadians, (see support letter from Mayor Michael Fougere). This event is a high calibre showcase that will see the best of Canada's Ukrainian entertainers perform in Regina for our city, our country and the world. As Canada and the world will focus on Regina for this historic event, it is imperative that adequate funding be made available to support many of our local businesses, institutions and services, such as city transportation for entertainers/delegates, the Doubletree & Delta hotels, Conexus Arts Centre to name a few.

24. How will the City of Regina be recognized as a contributor to the event?

Through its Special event Grant contribution, the City of Regina would be considered a major funder of 125th Gala National Celebration and, as such, would receive the following benefits: recognition as a major funder on all promotional materials, a full page ad in the event program, a banner on the mezzanine level of the Conexus Arts Centre during the event, recognition by the Master of Ceremonies plus exclusive VIP benefits such as access to the VIP Lounge and the Corporate Suite at the Conexus Arts Centre at the event, allowing the city representatives to network with business, political and community leaders from across Canada who will be in attendance.

Attachments (number all attachments to correspond with this list):

- sf ☒ #1 – Current Profile Report from the Corporate Registry of Information Services Corporation (ISC); the Profile Report must be printed from the ISC website not more than 30 days prior to submission of your grant application.
- sf ☒ #2 – Letters of support (optional).
- sf ☒ #3 – Event budget which includes a list of estimated expenditures, revenues, other confirmed funding sources, sponsorships and in-kind donations.
- sf ☒ #4 – Letters confirming financial sponsorships and in-kind contributions from other levels of government, corporations and sponsors.
- sf ☒ #5 – Most recent audited annual financial statements of the organization as presented at the last Annual General Meeting – including an income statement (showing revenues & expenses) and a balance sheet (showing assets, liabilities, and equity). If the financial statements are not audited then the unaudited financial statements must be signed and certified correct by two members of the Board of Directors.

APPLICATION AGREEMENT

Use of Money

The Organization hereby agrees to use any money or services provided to the Organization only in the manner set out in this application. The City reserves the right to demand, at any time, the return of any monies if the Organization uses the money in a manner that, in the opinion of the City, is inconsistent with the objectives of the Community Investment Grants Program or with the description of the intended use of the funds as set out in this application or should it be discovered that the undersigned made a material misrepresentation in the application.

Terms of Agreement

Organizations receiving funding from the City of Regina must abide by City's bylaws, policies and procedures. An organization that has breached a City of Regina bylaw will lose, if applicable, the 20 percent outstanding payment following the initial breach of a bylaw. Subsequent incidents will result in the group being ineligible for grants in the future. If an organization has been advised of a City policy or procedure and does not comply with it, then this breach will be treated in the same manner as a breach of a City Bylaw.



Freedom of Information and Protection of Privacy

The City of Regina is committed to protecting the privacy and confidentiality of personal information. All personal information that is collected by the City is done so in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act*. The information collected in this application will be used to administer the Community Investment Grants Program. De-identified, aggregate information will be used by City of Regina for program planning and evaluation. This application will be distributed to the adjudicators of the Community Investment Grants Program.

Representations

In making this application, we the undersigned Board Members/Executive Director hereby represent to the City and declare that to the best of our knowledge and belief, the information provided in this application and the related attached supporting documents are truthful and accurate, that we have read and agree to comply with the Grant Guidelines and the application is made on behalf of the above-named organization and with the Board of Director's full knowledge and consent. We further represent that the above-named organization is registered as a non-profit corporation pursuant to the laws of Saskatchewan and agree that the organization shall remain so registered for the duration of the term of the grant.

Two signatures are required:

Orest Gaudyda		UCC Saskatchewan Vice-President	20 Aug 2015
Board Member Name (print)	Signature	Position	Date
Danylo Ruderek		UCC Regina President	19 Aug 2015
Board Member or Executive Director Name (print)	Signature	Position	Date



City of Regina

Office of the Mayor

February 28, 2014

Ukrainian Canadian Congress – Saskatchewan Provincial Council

Dear Council Members,

On behalf of the citizens of Regina and my colleagues on City Council, I wholeheartedly support the Regina Branch of the Ukrainian Canadian Congress (UCC) in their proposal to be the host city for the 2016 UCC National Triennial Congress.

The Regina Branch is made up of 24 member Ukrainian organizations who unanimously made a motion and are committed to help the Provincial Council host a smooth and successful Congress. They are eager to welcome board members, volunteers, and staff from across Canada to our great city.

The City of Regina has an established record as an excellent host for a variety of national and international business, cultural, and sporting events, such as the Sasktel Ericsson Can-Am Police Fire Games, Skate Canada, Grey Cup, Canada Summer Games, Scotties Tournament of Hearts, Canadian Western Agribition, and the Juno Awards.

The reputation of our hospitality industry for providing exceptional service is one reason Regina is the choice for so many events. Our hotels, and our many unique restaurants and shopping venues make sure that our visitors feel welcome and fully enjoy their time in our great city. Regina strives to ensure that the only disappointment felt by our visitors is in having to leave. Of course, our accessible central location, including a modern airport, is yet another major benefit.

In addition to our bustling and attractive downtown, there are many first-rate attractions in Regina, such as Casino Regina, the Saskatchewan Science Centre, the Kramer IMAX Theatre, the Royal Saskatchewan Museum, as well as the RCMP Heritage Centre, and the Saskatchewan Sports Hall of Fame and Museum.

I encourage the UCC – Saskatchewan Provincial Council to support this proposal and I look forward to welcoming the 2016 UCC National Triennial Congress to Regina.

Sincerely,



Michael Fougere
Mayor

Queen Elizabeth II Court | 2476 Victoria Avenue

PO Box 1790 | REGINA SK S4P 3C3

P: 306.777.7339 | F: 306.777.6824 | Regina.ca

Gala National Celebration of 125 BUDGET (01 Oct 2016)

Ukrainian Canadian Congress - Saskatchewan			Attachment #3	
at 18 Aug 2015				
EXPENSES	Budget		Current Year 2015	Upcoming Year 2016
A. Administration				
Gala Admin Coordinator (.75 FTE)	30,000			
Office (Telephone, supplies, etc)	1,500			
Rent	3,000			
Committee Meetings	3,000			
Admin Fees (bank, etc)	250			
Insurance	1,000			
Other				
A. Subtotal	38,750	\$0.00	0	0
B. Marketing/PR				
Advertising & Promotion	25,000			
Web Site/ Social Media	2,500			
Subtotal	27,500	\$0.00	0	0
C. Facilities				
Conexus Arts Centre				
Theatre Rental	10,000			
Rehearsal/Dressing/Green rooms	0			
Technical Fees (Stage Crew, etc)	10,000			
Non-intermission fee	1,000			
Ushers (12 x 4 hrs x 20.75)	1,200			
Ticket Takers (3 x 4 x 20.75)	300			
Security				
Back Stage entrance (1 x 8 x 22.75)	200			
Roaming - during event(1 x 6 x 22.75)	150			
Dressing Rooms (1 x 8 x 22.75)	200			
Subtotal	23,050	\$0.00	0	0
E. Gala Concert				
Event Producer				
Creative and Production Costs	25,000			
Contract Fee	20,000			
Artistic Director				
Contract Fee	20,000			
Performers				
Audition/Selection	3,000			
Fees/Honouraria	30,000			
Travel to/from Regina	40,000			
Meal allowances	2,000			

<u>Accommodations (DoubleTree)</u>				
Friday night	7,500			
Saturday night	7,500			
<u>In-City Transportation</u>				
City of Regina Buses	4,500			
Other (van, car, etc)	2,500			
Stage Sets	10,000			
Equipment Rental	5,000			
Commemorative Program	5,000			
World-wide Live-streaming	6,000			
E. Subtotal	188,000	\$0.00	\$0.00	\$0.00
F. 125 Gala Banquet				
Reception	5,800			
Gala pre-concert dinner	30,000			
Décor	5,000			
Entertainment	750			
F. Subtotal	41,550	0	0	0
G. Protocol & Sponsor Support				
Gifts & Protocol				
VIP Hospitality	2,500			
G. Subtotal	2,500	0	0	0
TOTAL EXPENDITURES	321,350	0	0	0

REVENUE	Total Budget		Current Year 2015	Upcoming Year 2016
A. Self-Generated				
Event Tickets				
Dinner & Show (600 at \$125)	75,000			
Show (1400 at \$50)	70,000			
Vendors / Exhibitors				
Souvenir Item Sales				
A. Subtotal	145,000	\$0.00	\$0.00	\$0.00
B. Grants				
Federal Gov't				
Canadian Heritage	50,000			
Agencies - National				
Shevchenko Foundation				
Other				
Provincial Gov't				
Sask. Lotteries Trust Fund - MIF				
Municipal Gov't - Regina	50,000			
Agencies - Prov - SAB				
Agencies - Prov - Other				
Community Initiatives Fund	35,000			
Other				
B. Subtotal	85,000	\$0.00	\$0.00	
C. Sponsorships				
Corporate/Organizational				
Conexus Arts Centre (confirmed)	10,000			
Commemorative Program Sponsors	5,000			
Performer Sponsors	25,000			
SaskCulture	10,000			
Corporations (SIGA, Sasktel, Mosaic, etc)	35,000			
Donations				
Individual / Other	5,000			
In-kind	3,000			
C. Subtotal	93,000	\$0.00	\$0.00	
TOTAL REVENUE	323,000	0	0	0
Net Income/Loss	1,650		0	0



**Ukrainian Canadian Congress Proposal
October 1, 2016**

Facility Background

The Conexus Arts Centre is a world class performing arts and theatre complex located within the heart of Wascana Centre. The Centre offers a wide variety of professional arts and entertainment, as well as, catering and convention events. By hosting your event at the Centre, you are helping make it possible for local orchestras, youth bands, choirs, dance organizations, school groups and many more to enjoy the memorable experience of performing in our magnificent theatre.

The Conexus Arts Centre is a magnificent structure that provides a complete range of facility space. The Theatre offers soft-seating for 2037 guests with state-of-the-art theatrical lighting and exceptional acoustics. The Stage area is approximately 10,000 square feet. The Theatre Lobby has interior and exterior balconies and five magnificent windows complemented by the pristine beauty of the view of Wascana Park. This spacious and elegant room is approximately 4,400 square feet plus the balcony and mezzanine levels.

Event Proposal

We are pleased to be offered the opportunity to provide a proposal for the Ukrainian Canadian Congress Gala Dinner and Performance. A summary of information based on discussions with the committee:

Main Stage and Theatre

We are pleased to offer the use of the Theatre at no charge. This is valued as a \$10,000 sponsorship toward the event.

Thursday September 29 – Set up and rehearsal

Friday September 30 – Set up and rehearsal

Saturday October 1 – rehearsal and performance

Backstage space	9 Dressing Rooms, Green Room, Rehearsal Hall all included at no additional cost with your Theatre booking.
Ushers/Security	\$2500 – based on stage door and dressing room coverage for two days plus one performance

**UKRAINIAN CANADIAN CONGRESS -
SASKATCHEWAN PROVINCIAL COUNCIL**

Auditor's Report

Financial Statements

December 31, 2014



UKRAINIAN CANADIAN CONGRESS - SASKATCHEWAN PROVINCIAL COUNCIL

STATEMENT OF FINANCIAL POSITION

December 31, 2014
with comparative figures for 2013

	<u>2014</u>	<u>2013</u> Restated
<u>ASSETS</u>		
Current assets:		
Cash	\$ 73,706	57,505
Short term investments	160,000	160,000
Accounts receivable	37,973	38,386
Inventory	795	564
Prepaid expenses	<u>3,257</u>	<u>3,269</u>
Total current assets	275,731	259,724
Capital assets (Note 3)	<u>9,325</u>	<u>10,727</u>
	<u>\$ 285,056</u>	<u>270,451</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 9,678	11,411
Deferred contributions (Note 8)	<u>44,338</u>	<u>38,427</u>
	54,016	49,838
Net assets, per accompanying statement:		
Invested in capital assets	9,325	10,727
Unrestricted	<u>221,715</u>	<u>209,886</u>
Total net assets	<u>231,040</u>	<u>220,613</u>
	<u>\$ 285,056</u>	<u>270,451</u>

APPROVED ON BEHALF OF THE BOARD:

 Director
 Director

See accompanying notes to the financial statements.

**UKRAINIAN CANADIAN CONGRESS -
SASKATCHEWAN PROVINCIAL COUNCIL**

STATEMENT OF CHANGES IN NET ASSETS

**Year ended December 31, 2014
with comparative figures for 2013**

	<u>Unrestricted</u>	<u>Invested in Capital Assets</u>	<u>Total 2014</u>	<u>Total 2013</u> Restated
Net assets, beginning of year (Note 9)	\$ 209,886	10,727	220,613	185,298
Excess (deficiency) of revenues over expenditures	13,867	(3,440)	10,427	35,315
Additions to capital assets	<u>(2,038)</u>	<u>2,038</u>	<u>-</u>	<u>-</u>
Net assets, end of year	\$ <u>221,715</u>	<u>9,325</u>	<u>231,040</u>	<u>220,613</u>

See accompanying notes to the financial statements.

UKRAINIAN CANADIAN CONGRESS - SASKATCHEWAN PROVINCIAL COUNCIL

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2014

1. MISSION

The Ukrainian Canadian Congress-Saskatchewan Provincial Council, Inc. is an inclusive, self-sustaining, vibrant organization that serves the Saskatchewan Ukrainian community to maintain, develop and share its Ukrainian Canadian identity, culture and aspirations.

The UCC-SPC has a proactive membership from a cross-section of the Ukrainian community. It successfully communicates with government, constituents and other stakeholders. It is an information leader in all things Ukrainian.

The UCC-SPC, with its office in Saskatoon, SK, is a provincial council of the national Ukrainian Canadian Congress headquartered in Winnipeg. The Ukrainian Canadian Congress was founded in 1940 as a coordinating and representative body of the organized Ukrainian-Canadian community.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Revenue Recognition

The organization follows the deferral method of accounting for contributions. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured. Endowment contributions are recognized as direct increases in net assets. Revenues from the Saskatchewan Lotteries Trust Fund for Sport, Culture and Recreation are shown as deferred revenues if they relate to the next fiscal period and as grants receivable if they relate to the current fiscal period and are not received by the end of the current fiscal period.

(b) Donated Services

The work of the Ukrainian Canadian Congress - Saskatchewan Provincial Council is dependent on the voluntary service of many members. The value of donated services is not recognized in these statements.

(c) Capital Assets

Capital assets are recorded at cost. Amortization is calculated using the following annual rates and methods designed to amortize the assets over their useful lives:

Equipment	10% - straight line
Computer hardware	33 1/3% - straight line
Computer software	33 1/3% - straight line

In the year of acquisition, amortization is taken at one-half of the above rates.

(d) Income Taxes

The organization is exempt from income taxes as it is a non-profit organization.

UKRAINIAN CANADIAN CONGRESS - SASKATCHEWAN PROVINCIAL COUNCIL

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2014

7. ACCOUNTS RECEIVABLE

	<u>2014</u>	<u>2013</u>
Government grants	\$ 29,987	26,516
General	4,366	8,717
GST Rebate	<u>3,620</u>	<u>3,153</u>
	<u>\$ 37,973</u>	<u>38,386</u>

8. DEFERRED CONTRIBUTIONS

	<u>2014</u>	<u>2013</u>
Shevchenko foundation (summer dance workshop)	\$ 2,500	-
Scule Book Project	1,074	1,074
CIC Multiculturalism Grant	17,457	17,457
Immigration Settlement funding	13,455	13,455
Internment Eaton site project	8,240	1,440
SIAST Skills for Employment, Ukraine		3,389
Literatoura	<u>1,612</u>	<u>1,612</u>
	<u>\$ 44,338</u>	<u>38,427</u>

UKRAINIAN CANADIAN CONGRESS - SASKATCHEWAN PROVINCIAL COUNCIL

SCHEDULE OF ADMINISTRATIVE EXPENDITURES

Year ended December 31, 2014
with comparative figures for 2013

	<u>2014</u>	<u>2013</u>
General Administration		
Administration for programs	\$ 8,768	7,666
Administration salaries and benefits	126,365	119,175
Office supplies	5,130	5,180
Postage and shipping	573	574
Professional development	1,269	25
Rent	30,701	30,488
Repairs and maintenance	30	28
Service contracts	7,726	5,297
Telephone and Internet	<u>3,013</u>	<u>2,963</u>
	<u>183,575</u>	<u>171,396</u>
Organizational Business		
Administration Fees	2,029	2,116
UCC Tax Receipt Processing Fees	2,165	1,097
Amortization	3,440	2,970
Bad debts	6,169	108
Insurance	415	453
Interest and bank charges	796	620
Professional fees - bookkeeping and audit	12,438	11,247
Subscriptions and memberships	<u>1,045</u>	<u>896</u>
	<u>28,497</u>	<u>19,507</u>
Travel and Meetings		
Annual General Meeting & Spring Conference	4,290	5,740
Board meetings	10,342	10,421
Other meetings	3,813	7,440
Travel - staff	2,731	2,475
Travel - volunteer	<u>187</u>	<u>1,220</u>
	<u>21,363</u>	<u>27,296</u>
Publishing and Communications		
Membership communications - Visnyk	45,153	40,632
Other - Website, Mailouts	<u>4,756</u>	<u>3,674</u>
	<u>49,909</u>	<u>44,306</u>
Total Administrative Expenditures	<u>\$ 283,344</u>	<u>262,505</u>

See accompanying notes to the financial statements.

**UCC Saskatchewan
Member Organizations List**

Aberdeen S0K 0A0

Aberdeen Ukrainian Dance Club
c/o (306) 253-4530

Aylsham-Codette

Ukrainian Women's Association of Canada
Aylsham-Codette - Olena Pchilka Branch
c/o Box 113 Tisdale S0E 1T0 (306) 873-5551

Calder S0A 0K0

Calder Yalenka Ukrainian Dance Club
c/o Box 237 (306) 742-4407

Canora S0A 0L0

Canora Ukrainian Heritage Museum
215 Main St (306) 563-4166

Canora Veselka Dance Association
c/o 7-1 RR 2 (306) 563-4867

Trident Ukrainian Orthodox Church Camp (on
Crystal Lake)
c/o PO Box 747 (306) 563-6779

Ukrainian Canadian Congress - Canora Branch
c/o PO Box 429 (306) 563-4166

Ukrainian Catholic Women's League of Canada - Ss
Peter & Paul Branch
c/o PO Box 1417 (306) 563-6628

Ukrainian Orthodox Men's Association of Canada -
Canora Branch
c/o PO Box 417 (306) 563-5211

Ukrainian Women's Association of Canada
Canora - Maria Markovych Branch
c/o PO Box 652 (306) 563-5703

Carrot River S0E 0L0

Carrot River Ukrainian Dance Group email

Cudworth S0K 1B0

Cudworth Ukrainian Dance Club e-mail
c/o PO Box 442 (306) 256-3991

Foam Lake S0A 1A0

Veselka Ukrainian Festival
PO Box 183 (306) 272-
4107 <http://www.foamlakeveselka.ca>

Gronlid S0E 0W0

Ukrainian Women's Association of Canada
Gronlid - Kniahynia Olha Branch
c/o Box 1646 Melfort S0E 1A0 (306) 752-3277

Hafford S0J 1A0

Hafford Cheremka Dancers
c/o PO Box 391 (306) 549-4004

Ukrainian Catholic Women's League of Canada -
Holy Eucharist Branch
c/o Box 41 (306) 549-2316

Ukrainian Tradition Society
c/o Box 204 (306) 549-2264

Hudson Bay S0E 0Y0

Hudson Bay Ukrainian Dance Club
(306) 865-2124

Ukrainian Catholic Women's League of Canada -
All Saints Branch
c/o PO Box 33 Battleford S0M 0E0 (306) 937-2221

Ukrainian Orthodox Men's Association of Canada -
Verkhovyna Branch
c/o 972 108th St S9A 2A8 (306) 445-3280

Ukrainian Women's Association of Canada
North Battleford - Olena Pchilka Branch
c/o 1492 98th St S9A 0M4 (306) 446-3731

Zorya Dancers
c/o 11306 9th Ave S9A 2N9 (306) 937-3650

Prince Albert

Knights of Columbus - St. George Council #8655
c/o RR 5 Site 18 Box 6 S6V 5L3 (306) 763-4094

Prince Albert Barveenok Ukrainian Dancers Inc.
Ukrainian Catholic Women's League of Canada -
St. George's Branch
c/o 3136 Hogeweide Dr S6V 6X9 (306) 763-2935

Ukrainian Orthodox Men's Association of Canada
(TYC) - Prince Albert Branch
c/o 557 6th St E S6V 0N5 (306) 763-0070

Ukrainian Women's Association of Canada
Prince Albert - Kniahynia Olha Branch
c/o 1002 Wyllie Cres S6V 6L8 (306) 764-9314

Veselka Prince Albert & District Ukrainian Cultural
& Heritage Association
c/o 619 32nd St W S6V 7T5 (306) 764-7255

Prud'homme S0K 3K0

Prud'homme Ukrainian Dance Club
c/o PO Box 218 (306) 654-2166

Regina

Adult Ukrainian Language Immersion Course
c/o 455 Habkirk Dr S4S 6B2 306-586-6805

Chaban Ukrainian Dance Association, Inc.

c/o 18 Haultain Cres S4S 4B5 306-584-1151

Iskra Ukrainian Choir E-mail

c/o Ukrainian National Federation - Regina Branch
1737 St. John St S4P 1R8

Knights of Columbus - Bishop Budka Council
#5914

1747 Toronto St S4P 1M5 (306) 522-7767

or

c/o 6615 Maple Pl S4X 3Y6 (306) 791-0080

Kolos Ukrainian Dance Ensemble

PO Box 621 S4P 3A3 (306) 359-7833

Sadochok Ukrainian Preschool

c/o Selo Gardens 1106 McNiven Avenue S4S 3X3
(306) 540-5144 (voicemail)

St. Athanasius Ukrainian Senior Citizens Club
c/o 101-6709 Rochdale Blvd S4X 2Z2 (306) 543-
7075

St. Basil's Manor

1722 Montreal Street S4P 4H1

St. Basil's Ukrainian Senior Citizens Club
c/o 303-1722 Montreal St S4P 4H1 (306) 584-3700

Selo Gardens

1110 McNiven Avenue S4S 7H2 (306) 584-1844

Tavria Ukrainian Folk Dance Ensemble

Tavria School of Ukrainian Dance

200-514 Victoria Ave E S4N 0N7 (306) 352-4596

Ukrainian Canadian Congress - Regina

Branch (website)

PO Box 4032 S4P 3R9 (306) 757-8835

Ukrainian Canadian Professional & Business

Association of Regina

Ukrainian Catholic Brotherhood of Canada

Eparchy of Saskatoon

c/o 1302 N Broad St S4X 0A5 (306) 545-2515

Kamenari Students Society
c/o St. Petro Mohyla Institute 1240 Temperance
Street S7N 0P1 (306) 653-1944

Knights of Columbus - Bishop Nykyta Budka
Assembly #2755
c/o 203 Clubhouse Blvd E Warman S0K 4S1 (306)
652-2793

Knights of Columbus - St. Josaphat Kunsevich
Council #13129
120 105th St W S7N 1N2 (306) 374-4270 Fax (306)
374-4235

Knights of Columbus - Sheptytsky Council #4938
c/o 247 Christopher Cres S7J 3R5 (306) 374-7770

Lastiwka Ukrainian Orthodox Choir & Orchestra
League of Ukrainian Canadians
c/o 940 Ave P N S7L 2W6 (306) 382-4451

Leleka Ukrainian Dance Ensemble
c/o 2-937 Dudley St S7M 1K8 (306) 978-9649

Metropolitan Sheptytsky Society of Saskatchewan
c/o PO Box 461 Hafford S0J 1A0 (306) 549-2179

Musée Ukraina Museum
222 Avenue M South (Mailing Address: PO Box
26072 S7K 8C1) (306) 244-4212 e-mail

Nashi: Our Children
330 6th Ave N S7K 2S5 (306) 653-4646 e-mail

New Community Credit Union Limited
321 20th St W S7M 0X1 (306) 653-1300

Oberih Social Services Inc / Spivohrai Vocal
Ensemble
c/o 126 Blakeney Cres S7L 7W4 (306) 382-1518

Pavlychenko Folklorique Ensemble
407 Cumberland Ave S S7H 2L3 (306) 653-4031
Prairie Centre for the Study of Ukrainian Heritage
1236 College Drive S7N 0W4 (306) 653-2338

Rushnychok Ukrainian Folk Dance Association
Inc.

PO Box 8552 Stn Main S7K 6K6
St. George's Ukrainian Catholic Youth & Ukrainian
Catholic Young Adults
c/o 223 Mallin Cres S7K 7X3 (306) 242-5849

St. George's Senior Citizens Club
1235 20th St W S7M 5B6 (306) 384-4644

St. George's Ukrainian Senior Residence
c/o 1735 Empire Ave S7K 3E9 (306) 244-4054

St. Joseph's Home
33 Valens Drive S7L 3S2 (306) 382-6306

Ss Peter & Paul Knights of Columbus Member
Council #11775
c/o 530 Guelph Cres S7H 4R4 (306) 373-2821

Ss Peter & Paul Senior Citizen's Organization Inc.
c/o 1-2601 7th St E S7H 1A6 (306) 653-5198

St. Petro Mohyla Institute
1240 Temperance St S7N 0P1 (306) 653-1944
St. Volodymyr Ukrainian Catholic Eparchial Camp
c/o 214 Avenue M South S7M 2K4 (306) 664-3459

St. Volodymyr Villa
3102 Louise Place S7J 4X4 (306) 374-1988

Sadok Dzvinok Ukrainian Preschool (Bishop
Filevich Ukrainian Bilingual School)
125 105th St W S7N 1N3 (306) 659-7230

Saskatchewan Teachers of Ukrainian
Saskatoon School of Dance

Sheptytsky Institute
c/o 1236 College Drive S7N 0W4 (306) 653-1711
Solovei Ukrainian Dance Group
c/o 202 Cockburn Cres S7L 5S2 (306) 220-2680

Sonechko Ukrainian Dancers
c/o 1603 1st Ave N S7K 1Z4 (306) 955-7169

Springside S0A3V0

Springside Vesna Ukrainian Dance Club (formerly Willowbrook & District Veselka Ukrainian Dance Club)

c/o PO Box 353 (306) 621-3316 [email](#)

Sturgis S0A4A0

Ukrainian Barveenok Dancers
PO Box 14 (306) 548-4654

Vonda S0K4N0

Vonda Prairie Ukrainian Dance Club

Wadena S0A4J0

Wadena Vohon Ukrainian Dance
Club brgod@hotmail.com
c/o PO Box 997

Wakaw S0K4P0

Green Grove Ukrainian Orthodox Youth Camp (on Wakaw Lake)
Wakaw Ukrainian Dancing Association
PO Box 371

Weyburn

Kraplanka Ukrainian Dance Ensemble

Weyburn & District Ukrainian Canadian Cultural Council
c/o Box 402 S4H 2K3 (306) 842-5730

Weyburn Doliya Ukrainian Dancers

c/o 307 Hill Ave S4H 1M8 (306) 848-0487

Wishart S0A4R0**Wishart Hopak Dancers**

c/o PO Box 93 White City S4L 5B1 (306) 775-2376

Wynyard S0A4T0

Ukrainian Catholic Women's League of Canada - Sacred Heart Branch
c/o PO Box 819 (306) 554-2767

Yorkton

Knights of Columbus - Father Delaere Council #5182
c/o 143 Dunlop East S3N 2Y6 (306) 782-5320

St. Mary's Ukrainian Catholic Choir (Yorkton)
c/o Jedburgh SK S0A 1R0 (306) 647-2626

St. Mary's Ukrainian Catholic Church
Parish Activities Education, Cultural & Fellowship
c/o Chairperson 143 Dunlop St E S3N 2Y6 (306) 782-5320

St. Mary's Parish Sadochok & Ridna Shkola
c/o Director 155 Catherine St S3N 0B9 (306) 783-4594

St. Mary's Golden Agers
c/o 105-160 Independent St S3N 3J7 (306) 782-2054

or
155 Catherine St S3N 0B9 (306) 783-4594

Ukrainian Canadian Congress - Yorkton Branch
c/o 503 Circlebrooke Dr S3N 2Y9 (306) 783-3141

Ukrainian Catholic Brotherhood - St. Volodymyr Branch #302
c/o 32 Erichsen Pl S3N 3Z5 (306) 783-6293

Ukrainian Catholic Council of Saskatchewan - Eparchy of Saskatoon

2014 Annual Report

UKRAINIAN CANADIAN CONGRESS
Saskatchewan Provincial Council, Inc.

Річний звіт за 2014 р.

КОНГРЕС УКРАЇНЦІВ КАНАДИ
Провінційна Рада Саскачевану



December 2, 2015

To: Members,
Executive Committee

Re: Regina Regional Opportunities Commission (RROC)
Transition to a Non-Profit Corporation controlled by the City of Regina

RECOMMENDATION

1. That following the issuance of the Articles of Incorporation by the Saskatchewan Corporate Registry registering the Regina Regional Opportunities Commission (“RROC”) as a non-profit corporation under *The Non-Profit Corporations Act, 1995* (Saskatchewan) (the “Non-Profit Act”) with the name Economic Development Regina Inc., City Council authorize the Chief Financial Officer to finalize and approve the unanimous membership agreement setting forth the governance principles for RROC (the “Unanimous Membership Agreement”).
2. That the City Clerk be authorized to execute the Unanimous Membership Agreement after review and approval by the City Solicitor.
3. That the City Solicitor be instructed to bring forward a bylaw to repeal Bylaw 2009-20, *The Regina Regional Opportunities Commission Bylaw*, once RROC has been registered as a non-profit corporation and the City Clerk has executed the Unanimous Membership Agreement.
4. That this report be forwarded to the December 21, 2015 meeting of City Council for approval.

CONCLUSION

On June 22, 2015 (CR 17-73), City Council approved the transition of RROC to become a municipal corporation that is incorporated under the Non-Profit Act and owned by the City of Regina (City). The date for this change to come into effect will be January 1, 2016.

Since the initial Council approval, RROC and the City have been engaged in discussions in relation to establishing a mutually acceptable governance structure of RROC where the City will be the sole voting membership holder. Some of the principles being considered were: (1) size and make-up of the Board of Directors, (2) appointment process for the Board of Directors (3) relationship of RROC and its Board of Directors to City Council and (4) RROC’s decision-making authority.

As the continuance pursuant to the Non-Profit has been finalized, the City and RROC can now bring effect to a revised governance structure for RROC, which will be set out in the Unanimous Membership Agreement.

BACKGROUND

In 2009, Regina Region Economic Development Authority (RREDA) and Tourism Regina were merged out of the desire to have a single entity providing economic development and tourism services for the City of Regina. The merged entity, RROC, was created by Bylaw No. 2009-20 with RROC becoming a body of City Council established pursuant to section 55 of *The Cities Act* (Saskatchewan). The mandate of RROC is to:

- (1) create and implement an economic development strategy to grow and sustain prosperity in the City and Region;
- (2) encourage the retention, development, attraction and growth of business and tourism products and services for those who live, work, visit and invest in the City and Region; and
- (3) market and promote the City and Region for business and tourism.

As a creation of Council, RROC's current governance is established by Bylaw No. 2009-20 and provides that RROC is comprised of an eleven member Board of Directors that is appointed by Council and is delegated certain authorities by Council. In effect, RROC functions very similarly to a separate corporation from the City but does not have the general capacity to act independently from Council or to establish its own financial structure (as RROC is subject to budgets imposed by Council).

City Council ratified and approved the conversion of RROC into a municipal corporation at its meeting on June 22, 2015 (CR 15-73). The desired date for the conversion to take place is January 1, 2016 and documents will be filed with the Saskatchewan Corporate Registry in advance of that date.

After the continuance is finalized, the next step in the process is for the City of Regina and RROC to finalize an appropriate corporate governance structure. The Administration has worked with RROC to develop a revised governance structure. The work done to date is seen as very positive and is a great building block for the reshaping of this important relationship for the City.

DISCUSSION

As part of the incorporation process, RROC has advised the City Administration that it will be changing its name to "Economic Development Regina Inc." This name will be used in all documentation and going forward.

A tool that is typically used to establish governance structures for municipal corporations is a Unanimous Shareholder Agreement or Unanimous Membership Agreement (in the case of a non-profit corporation). In this case, as RROC will be incorporated under the Non-Profit Act, a Unanimous Membership Agreement is being proposed to specify the structure under which RROC will operate.

A draft of the Unanimous Membership Agreement that has been discussed and agreed to by RROC's Board of Directors and the Administration is attached as Appendix "A."

The Unanimous Membership Agreement provides the following governance principles:

1) Mandate

RROC's mandate be unchanged and remain to be to:

- (1) create and implement an economic development strategy to grow and sustain prosperity in the City and Region;
- (2) encourage the retention, development, attraction and growth of business and tourism products and services for those who live, work, visit and invest in the City and Region; and
- (3) market and promote the City and Region for business and tourism.

2) Board of Directors

Currently, the make-up of RROC's Board of Directors can be up to 11 individuals, which are appointed by Council, with one of those being the Mayor. The revised structure being proposed will keep the same number of directors, but provide for the ability to expand to a maximum of 13 directors, if deemed necessary in the future. City Council will still appoint all directors. The one revision is that, the City will have one (1) non-voting director to be nominated by City Council (which will be the Mayor or such other designate named by City Council).

3) Appointment Process for Board of Directors

RROC currently uses the typical City Council board appointment process to assess potential candidates for the Board of Directors and then recommend those successful candidates to City Council for appointment.

The new proposed arrangement will see a structure similar to REAL, where Board selection will rely upon a Corporate Governance Committee to assesses potential candidates for the Board of Directors and then recommend those successful candidates for appointment. The process will see the Governance Committee recommend a list of candidates for appointment to City Council, who would then approve the candidates or request that the Governance Committee bring forward an alternate list. Under this arrangement, City Council could then approve the slate candidates or request that the Governance and Nominating Committee bring forward an alternate slate of candidates.

4) Inaugural Board of Directors

In order to ensure consistency and the maintenance of ongoing operations, it is proposed that eight (8) members from the current Board of Directors be re-appointed and three (3) new directors be appointed at the first annual meeting following the execution of the Unanimous Member's Agreement for one (1) year terms. The non-voting Board position appointed by the City will also be for an initial one (1) year term. In 2017, RROC will be undertaking a process to stagger the terms of its Board between one (1) and three (3) years to ensure a limited potential turn-over of only three or four members of the Board of Directors each year and ensure consistency going forward.

5) Decision Making Limits

A key part of the governance structure was finding the appropriate balance between delegating RROC the authority to manage its business and the affairs with an entrepreneurial and return on investment focus and the ability of City Council to ensure that the goals of the City are met by establishing certain boundaries. In order to establish the necessary boundaries, the Unanimous Membership Agreement provides that the following decision items of RROC will require City approval:

- (a) items relating to the merger, amalgamation, continuance, reorganization or consolidation of RROC with another corporation or the winding-up, re-organization or dissolution of RROC;
- (b) the issuance of any memberships in the capital of RROC or any securities, rights, warrants or options in the capital of RROC or the conversion, reclassification, subdivision, consolidation or any other change to any of the memberships in the capital of RROC;
- (c) the borrowing of money or the issuing any debt obligation unless provided for in the annual budget approved for such fiscal year or amending, varying or altering the terms of any debt obligation (This is a requirement of *The Cities Act* (Saskatchewan));
- (d) seeking financial support or any changes to legislation or regulation from any Governmental Authority other than the City that is outside of the normal course of business of EDR and would compete with or be contrary to other City initiatives;
- (e) the appointment or any change in the auditor or any change in the fiscal year end of RROC;
- (f) making or holding investments outside of Canada;
- (g) the sale, lease, exchange or other disposition of all or substantially all of the assets or undertaking of RROC; and
- (h) any transaction or series of related transactions that are outside of the normal course of business of RROC and involve an expenditure of an amount exceeding \$500,000.00, unless such transaction or series of related transactions have been approved in the annual budget for such fiscal year.

6) Reporting to City Council

Another key element of the governance model being considered will see City Council receive regular semi-annual reporting from RROC along with an annual report that considers the proposed budget and appointments to the Board of Directors.

RECOMMENDATION IMPLICATIONS

Financial Implications

After becoming a non-profit municipal corporation, RROC will exist as a separate and distinct legal entity from the City with all contracts, collective agreements, employees and operations remaining unchanged. The only element of RROC that will be modified by the process will be its corporate ownership and governance structure. All audit and financial requirements would also be modified to be consistent with other City-controlled corporations, such as The Regina Exhibition Association Limited.

The conversion of RROC into a municipal corporation would enable RROC to operate more independently, maintain its own set of financial statements (which would be consolidated into the City's financial statements), take a long term business and financial planning approach and enable RROC to apply for Provincial and Federal funding and grants independently of the City of Regina

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

The City's relationship with RROC has been evolving since its creation in 2009. The move by RROC to a more contemporary governance structure aligns well with the City's strategic priorities, particularly in the area of leveraging the expertise of an external resource and in aligning the governance structures of all external organizations that are associated with the City.

Other Implications

Non with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Communications to date have included extensive discussions between the City of Regina and RROC. If approved, RROC will be communicating the change to its staff, business partners and customers but further communication will be required once a revised governance model is approved.

DELEGATED AUTHORITY

This report must be forwarded to the December 21, 2015 meeting of City Council for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Byron Werry'.

Byron Werry, City Solicitor
Legal

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ed Archer'.

Ed Archer
Interim City Manager and CAO

Report prepared by:
Mark Yemen,

UNANIMOUS MEMBERSHIP AGREEMENT

ECONOMIC DEVELOPMENT REGINA INC.

THIS AGREEMENT made effective as of the _____ day of _____, 2016.

WHEREAS:

- A. Pursuant to Articles of Incorporation registered on •, Economic Development Regina Inc. (“**EDR**”) was incorporated under *The Non-Profit Corporations Act, 1995* (Saskatchewan) (the “**Non-Profit Act**”);
- B. The City of Regina (the “**City**”) is the owner of all of the issued Class A voting memberships of EDR;
- C. In very general terms, EDR is to (i) create and implement an economic development strategy to grow and sustain prosperity in the City and Region, (ii) encourage the retention, development, attraction and growth of business and tourism products and services for those who live, work, visit and invest in the City and Region; and (iii) market and promote the City and Region for business and tourism.
- D. The City, as the sole voting member of EDR, wishes to set out its expectations, establish certain operating principles and set out the requirements to be met by EDR; and
- E. It is the intention of the City that this Agreement shall constitute a unanimous members agreement with respect to EDR in accordance with section 136 of the Non-Profit Act.

NOW THEREFORE THIS DIRECTION WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar (\$1.00) now paid by the City to EDR, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by EDR), it is agreed as follows:

ARTICLE ONE – DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith:
 - (a) “**Annual Report**” means EDR’s annual report to its voting member, the City, as more particularly described in section 6.2;
 - (b) “**Applicable Laws**” collectively means any statute, regulation, code, regulatory policy or order of any Governmental Authority, including all applicable by-laws;

- (c) “**Auditor**” means the external auditor of EDR;
- (d) “**Board of Directors**” means the board of directors of EDR as may be appointed from time to time;
- (e) “**City**” means the City of Regina;
- (f) “**Committee Nominees**” has the meaning ascribed in section 4.2(a) of this Agreement;
- (g) “**Conflict of Interest**” includes any situation or circumstance where a member of the Board of Directors or a Committee Nominee has other commitments, relationships or financial interests in relation to the City or EDR that:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the their independent judgment; or
 - (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of their obligations and duties on the Board of Directors.
- (h) “**Council**” means the Council of the City of Regina;
- (i) “**Council Designate**” has the meaning ascribed in section 4.2(b) of this Agreement;
- (j) “**Governmental Authority**” means a federal, provincial or municipal government, or any entity, person, court or other body or organization exercising one or more executive, legislative, judicial or regulatory functions;
- (k) “**Non-Profit Act**” has the meaning ascribed in recital B of this Agreement;
- (l) “**Party Representative**” has the meaning ascribed in section 8.1 of this Agreement; and
- (m) “**EDR**” means Economic Development Regina Inc.

1.2 **References.** For all purposes of this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

- (a) the headings are for convenience of reference and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or

intent of this Agreement or any of its provisions;

- (b) any reference to a currency is a reference to Canadian currency;
- (c) "in writing" or "written" includes printing and typewriting, which may be communicated by facsimile or other electronic means;
- (d) the word "including", when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (e) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or such regulation; and
- (f) words importing the masculine gender include the feminine or neuter gender and words importing the feminine gender include the masculine or neuter gender and words in the singular include the plural, and words importing the neuter gender include the masculine or feminine gender and words in the plural include the singular.

1.3 ***Invalidity of Provisions; Severability.*** If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.4 ***Governing Law, Attornment*** . This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of Saskatchewan.

ARTICLE TWO – PURPOSE AND MANDATE

2.1 ***Purpose of Agreement.*** This Agreement:

- (a) sets out EDR's mandate, scope of responsibility and reporting requirements;

- (b) sets out the relationship and decision making structure between EDR and the City; and
- (c) constitutes, where applicable, a unanimous members agreement with respect to EDR in accordance with the Non-Profit Act.

2.2 ***Mandate of EDR.*** EDR will:

- (1) create and implement an economic development strategy to grow and sustain prosperity in the City and Region;
- (2) encourage the retention, development, attraction and growth of business and tourism products and services for those who live, work, visit and invest in the City and Region; and
- (3) market and promote the City and Region for business and tourism.

ARTICLE THREE – RELATIONSHIP TO THE CITY

3.1 ***Not an Agent of the City.*** EDR shall operate separately and independently from the City and does not have the capacity to act as an agent of the City unless the City provides express written permission to EDR to do so.

3.2 ***EDR employees are not City employees.*** As a separate legal entity from the City, EDR staff are not employees of the City and EDR shall be free to manage its own workforce and negotiate and manage its collective agreements as may be required to operate in accordance with this Agreement.

ARTICLE FOUR – BOARD OF DIRECTORS

4.1 ***Independent Board of Directors.*** Subject to the provisions of this Agreement, the business and affairs of EDR shall be managed by the Board of Directors which shall at all times act independently of the City with the full authority to make strategic business decisions.

4.2 ***Size and Make-Up of Board of Directors.*** The Board of Directors shall consist of a minimum size of nine (9) and a maximum size of thirteen (13) and shall be constituted as follows:

- (a) eight (8) to twelve (12) voting directors as nominated by EDR's Governance and Nominating Committee (the "**Committee Nominees**"); and

- (b) One (1) non-voting director appointment nominated by Council (the “**Council Designate**”).

4.3 ***Board of Director Appointment Process.*** The Board of Directors shall be appointed as follows:

- (a) At each annual meeting of EDR, EDR’s Governance and Nominating Committee shall propose a slate of Committee Nominees to Council equal to the number of positions that will be coming vacant on the Board of Directors.
- (b) Council shall consider the slate of Committee Nominees provided by the Governance and Nominating Committee pursuant to section 4.3(a) herein and may appoint the slate of Committee Nominees to the Board of Directors or to direct the Governance and Nominating Committee put forward and alternative slate of Committee Nominees.
- (c) In the event that Council directs the Governance and Nominating Committee to put forward an alternative slate of Committee Nominees pursuant to section 4.3(b) herein, the Governance and Nominating Committee shall repeat the process set forth in sections 4.3(a) and 4.3(b) until Council has appointed a slate of Committee Nominees to the Board of Directors.
- (d) At each annual meeting where the Council Designates’ position on the Board will be coming vacant, Council may appoint the Mayor or such other individual or their respective designate to the Board of Directors.

4.4 ***Term.*** All directors, save and except for the inaugural directors appointed pursuant to section 4.5 of this Agreement, shall hold office for a term of three (3) years.

4.5 ***Inaugural Board of Directors.*** At the first annual meeting after the effective date of this Agreement, Council shall appoint an inaugural Board of Directors to ensure consistency and in order to establish staggered terms going forward in 2017, as follows:

- (a) Eight (8) individuals named from the previous Board of Directors existing as of the date of this Agreement, who shall each be elected to hold office for terms of one (1) year.
- (b) Three (3) individuals to be selected by the Governance and Nominating Committee and put forward to City Council as Committee Nominees for a term of one (1) year.
- (c) The Council Designate, who shall be elected to hold office for a term of one (1) year.

4.6 ***Maximum Term.*** All directors may be re-elected for a maximum term of up to nine (9) consecutive years, after which they must vacate their office for at least one (1) year.

4.7 ***Removal of Directors from Office***

(a) A director may be removed from office at any time by notice in writing given by the City, effective the day such notice is delivered to the director.

(b) The office of any director shall be automatically vacated if:

(i) the director has resigned his or her office by delivery of a written resignation to the Chairperson;

(ii) in the opinion of the City and EDR, the director has not complied with the Conflict of Interest provisions of section 4.9 of this Agreement;

(iii) the director is absent from three (3) consecutive Board of Director meetings without the approval of the Board of Directors as recorded in the minutes of the meetings;

(iv) the director is found by a court to be of unsound mind;

(v) the director becomes bankrupt;

(vi) the director is convicted of a criminal offence; or

(vii) the director dies.

4.8 ***Board of Director Vacancy.*** If a director ceases to be a director, the Board of Directors immediately shall so advise the City Manager, and request the City, as the sole voting member, appoint another director pursuant to the process outlined in section 4.3 of this Agreement.

4.9 ***Conflict of Interest.*** All Directors shall avoid and refrain from involvement in situations that create a Conflict of Interest or are likely to create a perception of Conflict of Interest. In order to ensure that Conflicts of Interest are identified, directors shall:

(a) fully disclose the circumstances of a potential Conflict of Interest to EDR as set out in EDR's conflict of interest policy and request that EDR provide an interpretation as to whether the relationship or association will be likely to create a Conflict of Interest or a perception of Conflict of Interest; and

(b) if EDR is concerned that the City could arrive at a different conclusion in relation to whether or not a matter is a Conflict of Interest, EDR shall fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an interpretation as to whether the relationship or association will be likely to create a Conflict of Interest or a perception of Conflict of Interest.

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4.10 ***Board of Director Committees.*** The Board of Directors may appoint committees for any purpose and delegate decision making to those committees. All committee members will hold their offices at the will of the Board of Directors. The directors shall determine the duties and powers of such committees and may, by resolution, delegate duties to them as permitted by Applicable Laws.

ARTICLE FIVE – DECISION MAKING

5.1 ***Independent Operations.*** Subject to the items specified in section 5.2 of this Agreement, the business and affairs of EDR shall be exclusively managed by the Board of Directors which shall at all times act independently of the City with the full authority to make strategic business decisions.

5.2 ***Matters for City Approval.*** EDR shall not take any of the following actions without the prior approval of the City:

- (a) the merger, amalgamation, continuance, reorganization or consolidation of EDR or the approval of any plan of arrangement, whether statutory or otherwise;
- (b) the taking or instituting of proceedings for the winding-up, re-organization or dissolution of EDR;
- (c) the issuance of any memberships in the capital of EDR or any securities, rights, warrants or options convertible into or exchangeable for or carrying the right to subscribe for memberships in the capital of EDR;
- (d) the conversion, reclassification, subdivision, consolidation, exchange, re-designation or any other change to any of the memberships in the capital of EDR;
- (e) the redemption or purchase by EDR of its issued memberships or securities convertible into memberships or cancellation of the subscription rights in respect of its shares or securities convertible into its memberships;
- (f) the borrowing of money or the issuing any debt obligation unless provided for in the annual budget approved for such fiscal year or amending, varying or altering the terms of any debt obligation;
- (g) seeking financial support or any changes to legislation or regulation from any Governmental Authority other than the City that is outside of the normal course of business of EDR and would compete with or be contrary to other City initiatives;
- (h) making representations, warranties or promises of any financial incentives or similar inducements that are binding on the City;

- (i) the appointment or any change in the Auditor;
- (j) any change in the fiscal year end of EDR;
- (k) any change in the accounting principles applied by EDR in the preparation of its Financial Statements;
- (l) making or hold investments outside of Canada;
- (m) any material change in the business of EDR;
- (n) amending, or repealing any of EDR by-laws;
- (o) the sale, lease, exchange or other disposition of all or substantially all of the assets or undertaking of EDR; and
- (p) any transaction or series of related transactions that are outside of the normal course of business of EDR and involve an expenditure of an amount exceeding \$500,000.00, unless such transaction or series of related transactions have been approved in the annual budget for such fiscal year.

5.3 ***Decisions of City.*** Where City approval is required pursuant to section 5.2 of this Agreement, the chairperson of the Board of Directors shall make a written request to Council which includes all information necessary for Council to make an informed decision. All requests pursuant to this section 5.3 shall include all supporting information and shall be provided to the City Manager, who shall bring the matter forward to Executive Committee for consideration.

ARTICLE SIX –REPORTING REQUIREMENTS

6.1 ***Semi-Annual Reports.*** Within forty-five (45) days after the end of each semi-annual period, the Board of Directors shall prepare a report (on a consistent basis with the previous fiscal period) which shall be submitted by the corporate secretary of the Board of Directors to the City Manager, who shall bring the matter forward to Executive Committee as an information item for Council. The report will include, in respect of the immediately preceding fiscal period:

- (a) unaudited Financial Statements;
- (b) explanations, notes and information as is required to explain and account for any variances between the actual results from operations and the budgeted amounts previously approved, including any material variances in the projected ability of any business activity to meet or continue to meet EDR's objectives; and
- (c) information that is likely to materially affect the City.

6.2 *Annual Report and Annual Membership Meeting.*

(a) Within ninety (90) days after the end of each fiscal year, the Board of Directors shall prepare an annual report which shall be submitted by the corporate secretary of the Board of Directors to the City Manager, who shall bring the matter forward to Executive Committee for Council approval. The Annual Report shall contain the following items:

- (i) any revisions to long term strategic plans or capital asset plans;
- (ii) an operating and capital budget for the next fiscal year and an operating and capital budget projection for subsequent fiscal years contemplated in the current strategic or capital asset plans;
- (iii) audited financial statements prepared in accordance with generally accepted accounting principles; and
- (iv) accomplishments during the fiscal year along with explanations, notes and information as is required to explain and account for any variances between the actual results and the strategic plans or capital asset plans.

(b) In conjunction with the Annual Report, EDR shall conduct its annual general meeting which will:

- (i) elect the Board of Directors;
- (ii) appoint the Auditor;
- (iii) approve the financial statements; and
- (iv) consider any other resolutions that may be brought forward.

6.3 *Access to Records.* Duly appointed representatives of the City (as may be approved by Council from time to time) shall have unrestricted access to EDR's books and records during normal business hours. Such representatives shall treat all information of EDR with the same level of care and confidentiality as any confidential information of the City.

6.4 *Accounting.* EDR shall keep detailed records of its transactions and, in consultation with the Auditor, adopt and use the accounting principles, policies and procedures which may be approved by the Board of Directors from time to time. All such principles, policies and procedures shall be in accordance with Applicable Laws.

ARTICLE SEVEN - AMENDMENTS

7.1 **Amendments.** The City, in its sole discretion, may amend this Agreement from time to time. The City will provide a written amendment or the amended Agreement, as the case may be, to the Board of Directors. The amendment will come into effect on a date specified by the City.

ARTICLE EIGHT – DISPUTE RESOLUTION

8.1 **Initial Dispute Resolution.** In the event of a dispute in relation to this Agreement, representatives from each party (each, a “**Party Representative**” and, collectively, the “**Party Representatives**”) shall promptly and diligently make all reasonable bona fide efforts to resolve the dispute. Each Party Representative shall provide to the other, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents (except such documentation that is subject to legal privilege) as may be required or reasonably requested by the other Party Representative to facilitate the resolution of the dispute.

8.2 **Amicable Resolution by Senior Executives.** If a dispute is not resolved by the Party Representatives within 10 Business Days, the dispute will then be referred to the City Manager and the Chair of EDR’s Board of Directors for final resolution. Once a dispute is referred to them, the City Manager and Chair of the Board of Directors shall promptly and diligently make all reasonable bona fide efforts to resolve the dispute. Each party shall provide to the other, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents (except such documentation that is subject to legal privilege) as may be required or reasonably requested by the other to facilitate the resolution of the dispute.

ARTICLE NINE - GENERAL

9.1 **Notices.** All notices, requests, demands or other communications (collectively, “**Notices**”) by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party as follows:

To EDR:

Economic Development Regina Inc.
1925 Rose Street
Regina, SK S4P 3P1
Attention: President & CEO

To the City:

City of Regina
14th Floor, 2476 Victoria Avenue,
P.O. Box 1790

Regina, SK S4P 3C8
Attention: City Manager

or at such other address as may be given by such person to the other parties hereto in writing from time to time. All Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

9.2 ***Additional Documents.*** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

9.3 ***Time of the Essence.*** Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

9.4 ***Entire Agreement.*** This Agreement constitutes the entire direction given by the City to EDR and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representation or writings whatsoever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto.

9.5 ***Enurement.*** This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

9.6 ***Transmission by Facsimile.*** This Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and copy of the Agreement bearing original signatures will be provided forthwith upon demand.

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12

IN WITNESS WHEREOF the City of Regina has executed this Unanimous Member's Agreement as of this _ day of _____ 2016.

CITY OF REGINA

Per: _____

Name: _____

Title: _____

December 2, 2015

To: Members,
Executive Committee

Re: Buffalo Pound Water Treatment Plant – Governance Review and Restructuring

RECOMMENDATION

1. That the City of Regina and City of Moose cause their respective interests in the Buffalo Pound Water Administration Board (the “Board”) to be incorporated as a non-profit corporation under *The Non-Profit Corporations Act, 1995* (Saskatchewan) with the following attributes:
 - (i) four classes of memberships (Class A-voting, Class B- voting, Class C- non-voting and Class D – non-voting);
 - (ii) the City of Regina be issued 74 Class A voting memberships in the corporation; and
 - (iii) the City of Moose Jaw be issued 26 Class A voting memberships in the corporation; and
 - (iv) the corporation be named the “Buffalo Pound Water Treatment Corporation”
2. That the City Solicitor be authorized to finalize and file the Articles of Incorporation at the Saskatchewan Corporate Registry to bring effect to the incorporation as outlined in recommendation #1.
3. That the Chief Financial Officer be designated as the City’s proxy for the purposes of exercising the City’s voting rights in Buffalo Pound in accordance with such direction as may be provided by City Council from time to time.
4. That City Council authorize the Chief Financial Officer to finalize and approve the unanimous membership agreement setting forth the governance principles for Buffalo Pound (the “Unanimous Member’s Agreement”) pending the issuance of the Articles of Incorporation by the Saskatchewan Corporate Registry.
5. That City Council authorize the Chief Financial Officer to finalize and approve the terms of a long term water access agreement between the City and the Plant to ensure secured long term permanent water access for the City (the “Water Access Agreement”)
6. That the City Clerk be authorized to execute the Unanimous Member’s Agreement and Water Access Agreement after review and approval by the City Solicitor.
7. That this report be forwarded to the December 21, 2015 meeting of City Council for approval.

CONCLUSION

Since 1951, the Cities of Moose Jaw and Regina have jointly owned and operated the Buffalo Pound Water Treatment Plant (the “Plant”), which is located at Buffalo Pound Lake. Pursuant to joint venture agreement, the Plant overseen by the Buffalo Pound Water Administration Board (the “Board”) on behalf of the Cities and is owned by the Cities in approximately the following proportions (the exact ratio is subject to annual year-end adjustments and is reviewed as part of the financial statement audit):

Regina = 74%

Moose Jaw = 26%

As a result of recent concerns about the need for enhanced governance at the Plant, the Board, with the support and involvement of the Cities, undertook a detailed governance review. The objective of the review was to identify opportunities to improve governance of the Plant and to provide a foundation for potential revisions to the Plant’s structure, ownership and business model. Based on the review completed, each of the Cities and the Board have indicated general support for the conversion of the Board into a non-profit corporation proportionately owned by the City of Regina and City of Moose Jaw as this structure will ensure a modern, transparent and accountable arrangement.

In addition to the creation of a non-profit corporate structure, each of the Cities has worked collaboratively to establish a mutually acceptable governance model. Some of the principles considered were (1) the size and make-up of the Board of Directors, (2) appointment process for Board of Directors, (3) relationship of the newly formed corporation and its Board of Directors to each respective City Council, (4) the decision making authority of the newly formed corporation, and (5) dispute resolution between Cities and dealing with membership interests. Once the incorporation has been completed, the Cities will work collaboratively to bring effect to a revised governance structure as is set in the Unanimous Membership Agreement attached as Appendix “A” to this report.

BACKGROUND

The basis for the ongoing joint ownership and operation of the Plant was the 1951 agreement that established the following:

- The Plant would be built for the purpose of developing and providing a satisfactory water supply for the Cities of Regina and Moose Jaw.
- Regina would proceed with construction.
- For five years, Moose Jaw retained the right to become a participating partner to the extent of one quarter share (25% ownership).
- The Plant would be managed, controlled and operated by a Board (two members from Regina and one member from Moose Jaw).
- Each city would be able to source its entire supply of water from the Plant.
- Each city would purchase, install and maintain its own equipment (subject to the approval of the Board) to transmit water from the Plant.

- The Board shall allocate costs of any proposed improvements or extensions at the Plant to the cities “in proportion to their actual or anticipated requirements”. Each city will pay the cost allocated and the ownership shall be adjusted accordingly.
- The Board shall establish an operating budget that establishes a unit price for water sales including a premium for a capital reserve to cover the cost of replacements, improvements, and extensions to the Plant.
- If demand exceeds Plant capacity, the Board will allocate water sales to each city on the basis of their respective ownership share.
- The Board has full authority to engage services (e.g. staff) in the operation of the Plant.
- The Board would annually submit operations reports to each city and periodically make recommendations about the Plant.

Based upon the governance review completed, the Plant has operated well over the last 60 years primarily due to strong relationships on the Board and due to strong operational management. As is typical with joint ventures, the Cities provided minimal guidance to the Board as to its role and the Board therefore provided managerial oversight into Plant operations. The review identified the following issues as rationale to support strengthening the Plant’s governance and organizational structure:

- 1) A need for clarity around the roles and responsibilities of the Cities in relation to Plant governance outside of appointing members to the Board;
- 2) A need for the Cities to meet regularly to review Plant related issues and a set process to give direction to the Board on Plant oversight;
- 3) A need to structure a Board based upon relevant skill sets and qualifications;
- 4) A need to incorporate long term planning process for the Plant into the Cities’ respective planning processes;
- 5) A need to ensure that risks at the Plant level are incorporated into each Cities’ risk management program;
- 6) A need to establish formal performance management and succession planning at the Plant;
- 7) A need to establish formal reporting and accountability to the Cities other than the provision of a written annual report; and
- 8) A need to create a formal communications protocol between the Plant and the Cities.

The Administration from each of the Cities has worked collaboratively to develop a revised corporate governance structure that adequately addresses these issues. The end result will be an appropriate corporate governance structure that will modernize the Plant into a more efficient, transparent and accountable arrangement for each of the Cities.

DISCUSSION

Working collaboratively, the Cities and the Board have established the following objectives for the revised governance structure for the Plant:

- 1) To ensure that the Plant moves to a financial model that is sustainable and eliminates the cash-call to the Cities for capital renovations, replacement and expansion (currently, the Cities receive and deal with requests for capital projects on a one-off basis).

- 2) To establish a model that protects the Plant's ability to operate in a business-like manner, with a particular focus on satisfying the stewardship responsibilities of the Cities and its end-user customers.
- 3) To establish ownership rights of the Cities into the future and to confirm the relationship between ownership and consumption.
- 4) To provide the Plant with the ability to expand its services beyond the current services for the purpose of advancing the economic interests of the Cities and to contribute additional revenue (and profit).

Creation of New Non-Profit Corporation

The first step of the governance process is for the City of Regina and City of Moose Jaw to work together to create a new corporate entity under *The Non-Profit Corporations Act, 1995* (Saskatchewan). This entity will be structured to ensure there is flexibility moving forward to accommodate any governance modifications or larger changes that may be required. The attributes of the new corporation required to facilitate the desired governance structure are:

- (i) four classes of memberships (Class A-voting, Class B- voting, Class C- non-voting and Class D – non-voting);
- (ii) the City of Regina be issued 74 Class A voting memberships in the corporation; and
- (iii) the City of Moose Jaw be issued 26 Class A voting memberships in the corporation; and
- (iv) the corporation be named the “Buffalo Pound Water Treatment Corporation

The newly created corporation will be a “municipal corporation” and a separate legal entity that operates much like a subsidiary corporation with the following characteristics:

- a) operates through the governance structure that is set by the Cities;
- b) the Cities would be the controlling shareholders;
- c) the Cities (through the respective City Councils) would have control over the election and make-up of the Board of Directors;
- d) it would prepare separate financial statements that would be consolidated into each Cities' respective financial statements;
- e) unless alternative sources of funding are available, would be provided grants or loans by the Cities to operate; and
- f) although a separate legal entity with separate financial statements, the debts of the municipal corporation will be calculated against the Cities' debt limits in proportion to each .

The conversion of the Plant to a municipal corporation allows each of the Cities and the Board to obtain more transparency and certainty going forward as opposed to the current contractual joint venture arrangement which is based upon outdated and unclear agreements from the early

1950's. A municipal corporation model has been implemented effectively in a number of Canadian municipalities for similar entities with EPCOR, ENMAX and several power utility corporations in Ontario being examples. Further, the conversion of the Plant to a municipal corporation would be consistent with the recent governance and structural changes completed with The Regina Exhibition Association Limited.

Creation of Unanimous Membership Agreement

The Administration has worked with its counterparts at the City of Moose Jaw and the Board to create a mutually acceptable governance structure for the Plant. A tool that is typically used to establish governance structures for municipal corporations is a Unanimous Membership Agreement. A draft of the Unanimous Membership Agreement that has been discussed and agree to by each respective Administration is attached as Appendix "A".

The Unanimous Membership Agreement contains the following principles:

1) Corporate Mandate

The corporate mandate for the Plant has been clarified to require the Plant to reliably and efficiently provide safe, high-quality and affordable drinking water to each of the Cities.

2) Board of Directors

Currently, the make-up of the Board is 3 members, who are appointed as follows:

- 1 – appointed by the City of Moose Jaw
- 2 – appointed by the City of Regina

In order to ensure a proper variety of skill sets and experience, an increase from 3 to 5 directors is being proposed, which will be phased in over the first year of the new structure. Also it is recommended that the terms for directors be set at 3 years to ensure consistency.

3) Appointment Process for Board of Directors

Currently, each City appoints its candidates for the Board. It is recommended that the appointment process be changed to become merit-based, based upon the skills and experience that may be required by the Board to ensure that the Plant is operating in accordance with its mandate and the direction from the Cities.

The process being contemplated is consistent with the processes used by most other municipal corporations and would use of a strong Nominations Committee to recommend a list of candidates to the Cities for approval. This would be consistent with the practice used currently by EPCOR and REAL which has been highly successful in obtaining an effective Board of Directors.

Initially, the Cities will appoint an inaugural Board that will consist of the current 3 board members. During the 2016 year, the Board and the Cities will work together to establish a formal process to expand the Board to the desired 5 members through a Nominations Committee made up of 2 Board members and the City Manager from each City who will lead the recruitment process.

During 2016, the Nominations Committee will consider the needs of the Board, recruit and evaluate candidates and recommend all candidates to the Cities for appointment starting in 2017. The current Board members will be evaluated and either re-appointed or replaced as part of this process. If the Cities do not approve of the slate of candidates, then the Nominations Committee will repeat the process until a slate of candidates is approved. If a slate cannot be approved after 2 attempts through each Council, the Board will then be appointed the City of Regina, as majority membership holder rather than through a unanimous motion. This approach is consistent with the approach developed for EPCOR and REAL which is highly effective and in line with current standards.

4) Water Rates Charged on Full Cost Recovery Model

The Cities have each agreed that going forward, water rates charged should be set using a full cost recovery model that will generate sufficient revenues to cover:

- (i) operations;
- (ii) maintenance;
- (iii) indirect costs for administration, research and development, or other costs deemed by the Board and included in its budget as required for fulfilling the mandate;
- (iv) financing costs;
- (v) capital investments, including renovation and expansion to sustain existing infrastructure and capacity to meet the requirements of each of the Cities;
- (vi) other costs that are utility related; and
- (vii) a reasonable rate of return as may be approved by each of the Cities from time to time.

The Plant, under the direction of the Board would be responsible to set water rates and to manage the infrastructure at the Plant, which will ensure that the Plant can be maintained as a going concern without the requirement for one-time cash infusions. This will permit the Plant to be more proactive in business planning and facilities maintenance, which is consistent with current best practices in the industry.

Where an emergency situation exists and the Plant requires additional funds to maintain the desirable level of operations, the Cities have each agreed that they will advance such funds as may be required in an amount which is proportional to their holdings of memberships of the Plant through either (i) the advance of loans to the Plant or (ii) the provision of additional equity to the Plant.

5) Provision of Funding for Capital Renewal

A capital renewal program which was commenced pursuant to an agreement between the Cities dated May 1, 2010 for the initial \$34.2 million worth of work is ongoing but requires additional funding to be completed.

The Plant and the Board have examined all options and have recommended a combination approach using (1) “pay as you go” for 2016, 2017 and 2018 works and (2) financing by way of borrowed funds to fund 2019, 2020 and 2021 works.

The projected capital payment and borrowing requirements are:

2016 - \$1,603,788 capital contribution
2017 - \$3,392,039 capital contribution
2018 - \$5,654,252 capital contribution
2019 - \$38,205,762 borrowed and repaid over 25 years with interest
2020 - \$55,051,190 borrowed and repaid over 25 years with interest
2021 - \$36,320,512 borrowed and repaid over 25 years with interest

The Administration has included these figures within the City of Regina’s utility modelling and has concluded that the capital contributions and borrowing contemplated would be achievable within the City’s current financial and rate structures.

6) Decision Making Limits and Reporting to City Council

The conversion of the Plant into a municipal corporation means that BPWTP would be a separate legal entity from the Cities. As a result, a key part of the governance structure will be finding the appropriate balance between delegating the Board the authority to manage the business and the affairs of the Plant and the ability of the Cities to ensure that their goals are met by establishing certain boundaries.

In order to establish the necessary boundaries, the Cities each agreed that the following decision items will require unanimous approval (ie. approval from each City) before proceeding:

- a) changes to the Plant’s mandate;
- b) the Plant’s long term strategic priorities and goals;
- c) appointment and removal of the Plant’s external auditor;
- d) any transaction or series of related transactions that are outside of the normal course of business of the Plant and involve an expenditure of an amount exceeding \$1,000,000.00 (indexed), unless such transaction or series of related transactions have been approved in the annual budget for such fiscal year.

- e) the payment of wages, salaries, management fees or the making of other payments to either of the Cities other than as contemplated by the annual budget of the Plant;
- f) the increasing of annual management salaries over levels contemplated within the management compensation policy approved by each of the Cities;
- g) any sale or disposition of any plans, patents, trademarks, processes, trade secrets, licenses, distribution rights or other intellectual or industrial property of the Plant other than in the ordinary course of business;
- h) entering into any commitments or arrangements to sell or provide access to raw or potable water with any third parties;
- i) entering into, modification, extension or termination of the Water Supply Agreements with either Regina or Moose Jaw;
- j) seeking financial support or legislative changes from any level of government other than the Cities save and except for support or changes relating to operational items, changes to processes, technology or methods being used by the Plant;
- k) appointment and removal of directors and filling vacancies on the Board;
- l) disposition of the Plant's assets other than in the normal course of business;
- m) changes to the Plant ownership interests;
- n) repayment or distribution of capital invested in the Plant;
- o) making representations, warranties or promises of any financial incentives or similar inducements to third parties that may be binding on the Cities; and
- p) anything related to debt or borrowing.

7) Financial Reporting

Another key element to the revised governance structure will see each City receive more regular reporting from the Plant, on a quarterly basis. The recommended approach is for the Plant to provide an annual written report to each City and to hold two (2) meetings with the Cities each year (in April and October) to report on operational and financial performance.

8) Dispute Resolution and Dealing with Membership Interests

As the Plant has two owners, there is the potential for disputes to arise. The Unanimous Membership Agreement provides numerous dispute resolution mechanisms so that the Cities can be confident any disputes will be resolved in a timely fashion and not hold up ongoing operations.

The recommended approach uses an escalating dispute resolution approach, with the respective City Councils acting as the final level who attempt to settle disputes. Where an impasse still exists after a dispute has been escalated, the Cities could then elect to send the dispute to an independent 3rd party (likely an arbiter or Court) for resolution.

Another option that has been built into the Unanimous Membership Agreement is an option to purchase mechanism that would provide either City the ability to purchase the other City's ownership interest in the Plant in the event of an unresolvable dispute or a potential situation where one party wishes to sell their interest in the Plant to a 3rd party and the other does not wish that to occur. In order to ensure these mechanisms are not used lightly, the Unanimous Membership Agreement contemplates very explicit processes and timelines that must be followed. As a protection to both Cities in the highly unlikely event that a buy-out would occur, the Unanimous Membership Agreement contemplates that each City will continue to receive water access as it normally has at commercially reasonable rates and separate long term permanent Water Access Agreements will be entered into concurrently by the Plant and each City as part of the governance revisions.

RECOMMENDATION IMPLICATIONS

Financial Implications

Once created as a non-profit municipal corporation, the Plant will exist as a separate and distinct legal entity from the Cities with all contracts, collective agreements, employees and operations remaining unchanged. The revisions to corporate structure and the governance model will not affect the day to day operations at the Plant.

The conversion of the Plant into a municipal corporation would enable the Cities to have additional funding structures available to more appropriately set water rates and to fund future capital programs with increasing certainty. From a financial perspective, the goal is to have a business that is financially self-sufficient with access, if required, to funding from its shareholders in the form of additional equity, debt covenants or shareholder loans to support capital investment requirements. Further, with opportunities to pursue expanded business ventures, the Plant could generate additional revenue that could be used towards the operation and maintenance of City facilities that could result in decreased operation and maintenance costs for the City.

Environmental Implications

None with respect to this report.

Strategic Implications

The move to a more contemporary governance structure aligns well with the City's strategic priorities, particularly in the area of strengthening infrastructure, budgeting certainty and managing critical service delivery assets.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Communications to date have included extensive discussions between the City of Regina, the City of Moose Jaw, the Plant and the Board. Further communication to all parties and to Plant employees will be required once a revised governance model is approved.

DELEGATED AUTHORITY

This report must be forwarded to the December 21, 2015 meeting of City Council for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Byron Werry'.

Byron Werry, City Solicitor
Legal

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ed Archer'.

Ed Archer
Interim City Manager and CAO

BUFFALO POUND WATER TREATMENT CORPORATION

UNANIMOUS MEMBERSHIP AGREEMENT

THIS AGREEMENT made effective as of the _____ day of _____, 2015.

BETWEEN:

THE CITY OF REGINA
(**“Regina”**)

and

THE CITY OF MOOSE JAW
(**“Moose Jaw”**)

and

BUFFALO POUND WATER TREATMENT CORPORATION
(the **“Corporation”**)

WHEREAS:

- A. Pursuant to Articles of Incorporation registered on •, the Corporation was incorporated under *The Non-Profit Corporations Act, 1995* (Saskatchewan) (the **“Non-Profit Act”**);
- B. The authorized capital of the Corporation consists of the following classes of memberships of which the indicated memberships are issued and outstanding:
 - Class A Voting Memberships;
 - Class B Voting Memberships;
 - Class C Non-Voting Memberships; and
 - Class D Non-Voting Memberships
- C. Regina is the owner of 74 Class A voting memberships of the Corporation;
- D. Moose Jaw is the owner of 26 Class A voting memberships of the Corporation;
- E. No Class B, Class C or Class D membership interests have been issued or are outstanding.

- F. In general terms, the Corporation is to reliably provide each of Regina and Moose Jaw (collectively, the “**Cities**” and individually, each a “**City**”) with a sufficient volume of safe drinking water;
- G. The Cities, as the voting members of the Corporation, wish to set out their respective expectations and establish certain operating principles and set out the requirements to be met by the Corporation; and
- H. It is the intention of the Cities that this Agreement shall constitute a unanimous members agreement with respect to the Corporation in accordance with section 136 of the Non-Profit Act.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar (\$1.00) now paid by each party hereto to each of the other parties hereto, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), it is agreed as follows:

ARTICLE ONE – DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith:
- (a) “**Annual Report**” means the Corporation’s annual report to the Cities as more particularly described in section 7.2;
 - (b) “**Applicable Laws**” collectively means any statute, regulation, code, regulatory policy or order of any Governmental Authority, including all applicable by-laws;
 - (c) “**Auditor**” means the external auditor of the Corporation;
 - (d) “**Board of Directors**” means the board of directors of the Corporation as may be appointed from time to time;
 - (e) “**City**” and “**Cities**” each have the meaning ascribed in recital F of this Agreement;
 - (f) “**Committee Nominees**” has the meaning ascribed in section 4.2(a) of this Agreement;
 - (g) “**Conflict of Interest**” includes any situation or circumstance where a member of the Board of Directors or a Committee Nominee has other commitments, relationships or financial interests in relation to the Cities or the Corporation that:

- (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of their independent judgment; or
 - (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of their obligations and duties on the Board of Directors.
- (h) **“Consumer Price Index”** means the “Consumer Price Index for All Items-Regina” published by Statistics Canada or a comparable successor to such price index should “Consumer Price Index for All Items-Regina” be discontinued;
- (i) **“Corporation”** means Buffalo Pound Water Treatment Corporation;
- (j) **“Defaulting Member”** has the meaning ascribed in section 6.6 of this Agreement;
- (k) **“Escalation Factor”** means the amount of the annual adjustment to any figure calculated as the greater of (i) 100% of the percentage increase in the Consumer Price Index over the previous year of the Term; or (ii) 100% of the percentage increase in the Municipal Price Index over the previous year of the Term;
- (l) **“Governance and Nominations Committee”** means the committee established by the Board and Cities to recommend candidates on a merit basis for appointment to the Board of Directors, such committee to be structured as follows:
 - (1) Two (2) members of the then current Board of Directors;
 - (2) One (1) member from Regina, being the City Manager; and
 - (3) One (1) member from Moose Jaw, being the City Manager.
- (m) **“Governmental Authority”** means a federal, provincial or municipal government, or any entity, person, court or other body or organization exercising one or more executive, legislative, judicial or regulatory functions;
- (n) **“Indicative Rate”** means the offered borrowing rates estimated based on current market of bonds issued by similarly rated municipalities in Canada by CIBC World Markets and RBC Capital Markets for the relevant borrowing term;
- (o) **“Moose Jaw Council”** means the Council of the City of Moose Jaw;
- (p) **“Municipal Price Index”** means the index calculated by the City of Regina and published in its annual budget documents that calculates the increase in cost on a percentage basis for the City of Regina to purchase a certain number of goods and

services, such calculation based upon costing and inflation information from the Conference Board of Canada;

- (q) **“Non-Defaulting Member”** has the meaning ascribed in section 6.6 of this Agreement;
- (r) **“Non-Profit Act”** has the meaning ascribed in recital A of this Agreement;
- (s) **“Ordinary Resolution”** means a resolution passed by a majority of the votes cast at a duly constituted meeting of the members of the Corporation or any written resolution in one or more counterparts signed by those members of the Corporation owning collectively at least a majority of the voting membership interests then issued and outstanding;
- (t) **“Party Representative”** has the meaning ascribed in section 12.1 of this Agreement;
- (u) **“Regina Council”** means the Council of the City of Regina; and
- (v) **“Water Supply Agreements”** means the agreements relating to the long term supply of water to each of Regina and Moose Jaw that are entered into by the Corporation from time to time.

1.2 **References.** For all purposes of this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

- (a) the headings are for convenience of reference and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (b) any reference to a currency is a reference to Canadian currency;
- (c) "in writing" or "written" includes printing and typewriting, which may be communicated by facsimile, email or other electronic means;
- (d) the word "including", when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (e) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force

from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or such regulation; and

- (f) words importing the masculine gender include the feminine or neuter gender and words importing the feminine gender include the masculine or neuter gender and words in the singular include the plural, and words importing the neuter gender include the masculine or feminine gender and words in the plural include the singular.

1.3 ***Invalidity of Provisions; Severability.*** If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.4 ***Governing Law, Attornment*** . This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of Saskatchewan.

ARTICLE TWO – PURPOSE AND MANDATE

2.1 ***Purpose of Agreement.*** This Agreement:

- (a) sets out the Corporation's mandate, scope of responsibility and reporting requirements;
- (b) sets out the rights and obligations of each of Regina and Moose Jaw with respect to the membership interests of the Corporation and management and control of the Corporation;
- (c) sets out the relationship and decision making structure between the Corporation and the Cities;
- (d) constitutes, where applicable, a unanimous members agreement with respect to the Corporation in accordance with the Non-Profit Act.

2.2 ***Mandate of the Corporation.*** The Corporation will:

- (a) reliably and efficiently provide safe, high-quality and affordable drinking water to the Cities.

ARTICLE THREE – RELATIONSHIP TO THE CITIES

3.1 ***Not an Agent of the Cities.*** The Corporation shall operate separately and independently from the Cities and does not have the capacity to act as an agent of the Cities unless the Cities each provide express written permission to the Corporation to do so.

3.2 ***Corporation employees are not City employees.*** As a separate legal entity from the Cities, the Corporation's staff are not employees of either of Regina or Moose Jaw and the Corporation shall be free to manage its own workforce and negotiate and manage its collective agreements as may be required to operate in accordance with this Agreement.

ARTICLE FOUR – BOARD OF DIRECTORS

4.1 ***Independent Board of Directors.*** Subject to the provisions of this Agreement, the business and affairs of the Corporation shall be managed by the Board of Directors which shall at all times act independently of the Cities with the full authority to make strategic business decisions.

4.2 ***Size and Make-Up of Board of Directors.*** The Board of Directors shall consist of a minimum size of three (3) and a maximum size of nine (9). The desirable minimum size of the Board following the inaugural board appointed pursuant to section 4.5 herein shall be five (5) members and shall be constituted as follows:

(a) Five (5) to Nine (9) voting directors as nominated by the Governance and Nominating Committee (the "**Committee Nominees**").

4.3 ***Board of Director Appointment Process.*** The Board of Directors shall be appointed as follows:

(a) At each annual meeting of the Corporation, the Governance and Nominating Committee shall propose a slate of Committee Nominees to each of Regina Council and Moose Jaw Council equal to the number of positions that will be coming vacant on the Board of Directors.

(b) Both the Regina Council and the Moose Jaw Council shall consider the slate of Committee Nominees provided by the Governance and Nominating Committee pursuant to section 4.3(a) herein and may each appoint the slate of Committee Nominees to the Board of Directors or either of the Regina Council or the Moose Jaw Council may direct the Governance and Nominating Committee put forward an alternative slate of Committee Nominees.

(c) In the event that either the Regina Council or the Moose Jaw Council directs the Governance and Nominating Committee to put forward an alternative slate of Committee Nominees pursuant to section 4.3(b) herein, the Governance and

Nominating Committee shall repeat the process set forth in sections 4.3(a) and 4.3(b) and bring a revised slate of candidates for consideration by the Regina Council and Moose Jaw Council.

- (d) In the event that either the Regina Council or the Moose Jaw Council does not appoint a slate of Committee Nominees that has been put forward by the Governance and Nominating Committee after two (2) attempts, then the Governance and Nominating Committee will bring forward a third alternative slate of Committee Nominees for consideration by the Regina Council and the Moose Jaw Council, with such Committee Nominees to be appointed by Ordinary Resolution.

4.4 **Term.** All directors, save and except for the inaugural directors appointed pursuant to section 4.5 of this Agreement, shall hold office for a term of three (3) years.

4.5 **Inaugural Board of Directors.** At the first annual meeting after the effective date of this Agreement, the Regina Council and the Moose Jaw Council shall appoint an inaugural Board of Directors as follows:

- (a) The following individuals named from the previous Board of Directors of the Corporation existing as of the date of this Agreement, who shall each be elected to hold office for terms as follows:

- (i) Derrick Bellows for a term of one (1) year;
 - (ii) Chuck McDonald for a term of one (1) year; and
 - (iii) Joshua Mickleborough, for a term of one (1) year.

The inaugural Board shall assist the Cities during 2016 to establish a formal process to create the Governance and Nominating Committee such that candidates can be recruited, evaluated and recommended to the Cities for appointment starting in 2017 as per the process set forth in section 4.3 hereof.

4.6 **Maximum Term.** All directors may be re-elected for a maximum term of up to nine (9) consecutive years, after which they must vacate their office for at least one (1) year.

4.7 **Removal of Directors from Office**

- (a) A director may be removed from office at any time by notice in writing given by each of the Cities, effective the day such notice is delivered to the director.

- (b) The office of any director shall be automatically vacated if:

- (i) the director has resigned his or her office by delivery of a written resignation to the chairperson;

(ii) in the opinion of each of the Cities, the director has not complied with the Conflict of Interest provisions of section 4.9 of this Agreement;

(iii) the director is absent from three (3) consecutive Board of Director meetings without the approval of the Board of Directors as recorded in the minutes of the meetings;

(iv) the director is found by a court to be of unsound mind;

(v) the director becomes bankrupt;

(vi) the director is convicted of a criminal offence; or

(vii) the director dies.

4.8 ***Board of Director Vacancy.*** If a director ceases to be a director, the Board of Directors immediately shall so advise the Cities and the Cities may elect to appoint another director pursuant to the process outlined in section 4.3 of this Agreement.

4.9 ***Conflict of Interest.*** All directors shall avoid and refrain from involvement in situations that create a Conflict of Interest or are likely to create a perception of Conflict of Interest. In order to ensure that Conflicts of Interest are identified, directors shall:

(a) fully disclose the circumstances of a potential Conflict of Interest to the Corporation as set out in the Corporation's conflict of interest policy and request that the Corporation provide an interpretation as to whether the relationship or association will be likely to create a Conflict of Interest or a perception of Conflict of Interest; and

(b) if the Corporation is concerned that either of the Cities could arrive at a different conclusion in relation to whether or not a matter is a Conflict of Interest, the Corporation shall fully disclose the circumstances to each of the Cities at the earliest possible date, and request that each of the Cities provide an interpretation as to whether the relationship or association will be likely to create a Conflict of Interest or a perception of Conflict of Interest.

4.10 ***Board of Director Committees.*** The Board of Directors may appoint committees for any purpose and delegate decision making to those committees. All committee members will hold their offices at the will of the Board of Directors. The directors shall determine the duties and powers of such committees and may, by resolution, delegate duties to them as permitted by Applicable Laws.

ARTICLE FIVE – DECISION MAKING

5.1 ***Independent Operations.*** Subject to the items specified in section 5.2 of this Agreement, the business and affairs of the Corporation shall be exclusively managed by the Board of

Directors which shall at all times act independently of the Cities with the full authority to make strategic business decisions.

5.2 *Matters for City Approval.* The Corporation shall not take any of the following actions without the prior approval of each of the Cities:

- (a) the merger, amalgamation, continuance, reorganization or consolidation of the Corporation or the approval of any plan of arrangement, whether statutory or otherwise;
- (b) the taking or instituting of proceedings for the winding-up, re-organization or dissolution of the Corporation;
- (c) the issuance of any memberships in the capital of the Corporation or any securities, rights, warrants or options convertible into or exchangeable for or carrying the right to subscribe for memberships in the capital of the Corporation;
- (d) the conversion, reclassification, subdivision, consolidation, exchange, redesignation or any other change to any of the memberships in the capital of the Corporation;
- (e) the redemption or purchase by the Corporation of its issued memberships or securities convertible into memberships or cancellation of the subscription rights in respect of its shares or securities convertible into its memberships;
- (f) the borrowing of money or the issuing any debt obligation or amending, varying or altering the terms of any existing debt obligation;
- (g) seeking financial support or any changes to legislation or regulation from any Governmental Authority other than the Cities, save and except for support or changes relating to operational items, changes to processes, technology or methods being used by the Corporation;
- (h) making representations, warranties or promises of any financial incentives or similar inducements that are binding on either of the Cities;
- (i) the appointment or any change in the Auditor;
- (j) any change in the fiscal year end of the Corporation;
- (k) any change in the discretionary accounting principles applied by the Corporation in the preparation of its financial statements;
- (l) making or holding investments outside of Canada;

- (m) any material change in the business of the Corporation, save and except for changes to processes, technology or methods being used by the Corporation;
- (n) amending, or repealing any of the Corporation's by-laws;
- (o) the sale, lease, exchange or other disposition of all or substantially all of the assets or undertaking of the Corporation;
- (p) the approval of a dividend policy or policy relating to the repayment of funds to the Cities;
- (q) any change of the head office of the Corporation or the closing of any operations / administration centers of the Corporation;
- (r) the granting of any encumbrance with regards to any of the assets of the Corporation;
- (s) the commencement, defence or settlement of any legal proceedings pertaining to matters beyond the normal course of the Corporation's business;
- (t) the delegation by the Board of Directors of any of its powers, other than delegation to officers of the Corporation in the ordinary course of the Corporation's business;
- (u) the payment of wages, salaries, management fees or the making of other payments to either of the Cities other than as contemplated by the annual budget of the Corporation;
- (v) the increasing of annual management salaries over levels contemplated within the management compensation policy approved by each of the Cities;
- (w) any sale or disposition of any plans, patents, trademarks, processes, trade secrets, licenses, distribution rights or other intellectual or industrial property of the Corporation other than in the ordinary course of business;
- (x) entering into any commitments or arrangements to sell or provide access to raw or potable water with any third parties;
- (y) entering into, modification, extension or termination of the Water Supply Agreements with either Regina or Moose Jaw; and
- (z) any transaction or series of related transactions that are outside of the normal course of business of the Corporation and involve an expenditure of an amount

exceeding \$1,000,000.00, plus the Escalation Factor, unless such transaction or series of related transactions have been approved in the annual budget for such fiscal year.

5.3 ***Decisions of City.*** Where approval of the Cities is required pursuant to section 5.2 of this Agreement, the chairperson of the Board of Directors shall make a written request to each of the Regina Council and Moose Jaw Council which includes all information necessary for the Cities to make an informed decision. All requests pursuant to this section 5.3 shall include all supporting information and shall be provided to the City Manager, or delegate of each of the Cities, who shall bring the matter forward to Regina Council and Moose Jaw Council, respectively, for consideration.

ARTICLE SIX –CORPORATE FINANCE

6.1 ***Financing through Water Rates.*** Each of Regina and Moose Jaw acknowledge and agree that the Corporation is to be primarily financed and operated through water rates established by the Board of Directors and charged to each of the respective Cities that are calculated using a full cost recovery model that will generate sufficient revenues to cover the costs required to operate the business, including:

- (i) operations;
- (ii) maintenance;
- (iii) indirect costs for administration, research and development, or other costs deemed by the Board and included in its budget as required for fulfilling the mandate;
- (iv) financing costs;
- (v) capital investments, including renovation and expansion to sustain existing infrastructure and capacity to meet the requirements of each of the Cities;
- (vi) other costs that are utility related; and
- (vii) a reasonable rate of return as may be approved by each of the Cities from time to time.

6.2 ***Additional Funding.*** The Cities each acknowledge and agree that all funds required for the purposes of the Corporation shall be obtained, to the greatest extent possible through the water rates charged as contemplated by section 6.1 of this Agreement. In the event that the Corporation requires additional funds to maintain the desirable level of operations, the Cities each acknowledge and agree that they will advance such funds as may be required or provide such assurances or guarantees as may be required, in amounts which are proportional to their holdings of memberships of the Corporation through either (i) the advance of membership loans to the Corporation or the facilitating of borrowing by the Corporation or (ii) the provision of additional equity to the Corporation.

6.3 ***Method for Providing Additional Funds.*** Where additional funds are required by the Corporation, the Board will provide each of the Cities with the proposed source and terms and conditions of such funding. Each of the Cities acknowledges and agrees that the provision of

additional funding and the related terms and conditions is subject to the agreement of each of the Cities. Notwithstanding the requirement for approval by each of the Cities, each of Regina and Moose Jaw acknowledge and agree that where agreement cannot be reached as to the source and terms and conditions of additional funding, the additional funding in question will be provided to the Corporation through the advance of membership loans and not through the provision of additional equity in the Corporation.

6.4 ***Loans by Members.*** Where the Cities advance funding to the Corporation through membership loans, the said loans shall bear interest at a rate equal to the then Indicative Rate calculated and compounded annually until such loan is paid in full together with interest. Subject to any future agreement, a loan provided by either of the Cities pursuant to Article 6 of this Agreement shall be re-paid by the Corporation to each of Regina and Moose Jaw, respectively, pro-rata according to the ownership interest of the Corporation of each member from time to time.

6.5 ***Provision of Additional Equity.*** Where the Cities advance funding to the Corporation through the provision of additional equity, the Board shall set the terms and conditions for the allotment and issuance of the required membership interests and the necessary purchase terms and conditions and shall occur as follows:

(a) the Corporation shall exclusively offer the necessary number of membership interests to each of the Cities in proportion to their respective ownership interest in the Corporation from time to time unless the Cities have, by agreement in writing, otherwise determined in any specific instance;

(b) every offer shall be made by notice in writing given by the Corporation to each of the Cities. The notice shall specify the total number of membership interests being offered, the issue price for each such membership interest, the payment terms and the number of such membership interests being offered to each of the Cities and shall specify a time (to be not less than 30 days from the date on which the notice is deemed to have been given) within which the offer, if not accepted, will be deemed to be declined; and

(c) upon the expiration of the time limited for acceptance of the offer provided pursuant to section 6.5(b) of this Agreement, the Corporation shall have the right to allot and issue unpurchased membership interests to the other City at the same price and on the same terms and conditions.

6.6 ***Failure to Advance Additional Funds.*** If at any time any one of the Cities does not advance forthwith its proportionate share of any monies which may at any time be required pursuant to this Article 6 or of any other provisions herein contained (hereinafter in this section 6.3, the “**Defaulting Member**”), and provided that the monies required to be paid by the Defaulting Member remain unpaid for a period of thirty (30) days following the delivery of a written notice notifying the Defaulting Member of its failure to pay the amounts that are owing, then Regina or Moose Jaw, provided such City has advanced the required funds to the

Corporation as required by Article 6 of this Agreement, as the case may be (hereinafter in this Article 6, the “**Non-Defaulting Member**”) shall have the following rights:

- (i) Failure to advance funding for membership loan – Where the Defaulting Member has failed to advance the funding required for a membership loan pursuant to section 6.4 of this Agreement, the Non-Defaulting Member may, at its option advance the necessary amounts to the Corporation on behalf of the Defaulting Member and charge the Defaulting Member all costs and expenses reasonably incurred by the Non-Defaulting Member in connection with advancing the necessary funds and interest on the amount advanced to the Corporation at the then Indicative Rate on the amounts from time to time outstanding, and all such costs and expenses and all such advances and interest thereon at the rate aforesaid, shall, to the extent thereof, be and constitute a first lien and charge on and against the Defaulting Member’s membership interest.
- (ii) Failure to complete purchase of additional equity – Where the Defaulting Member has failed to accept the offer for additional equity (as is contemplated in section 6.5(c) of this Agreement) or failed to complete the transaction for the purchase of additional equity, the Non-Defaulting Member may, at its option, complete the purchase of the outstanding membership interests related to the additional equity at the same price and on the same terms and conditions as were offered to the Defaulting Member.

ARTICLE SEVEN –REPORTING REQUIREMENTS

7.1 ***Semi-Annual Reports.*** On or before October 31st of each year, the Board of Directors shall prepare a semi-annual report which shall be submitted to each of the Cities, who shall bring the matter forward to their respective elected officials as an information item for the Regina Council and Moose Jaw Council. The semi-annual reports will include, in respect of the immediately preceding semi-annual fiscal period:

- (a) the strategic plan update for the Corporation;
- (b) projected major capital expenditures in excess of \$1 million;
- (c) any matters that require the approval of the Cities pursuant to Article 5 of this Agreement;
- (d) six month financial statements for the period ending June 30 and financial projections against budget;
- (e) financial and operational performance against stated goals and objectives, including a key performance indicator report;

- (f) capital and operational plans and budgets for the upcoming year;
- (g) reporting on performance of the Board of Directors and any updates on the required skills and experience matrix for future appointments; and
- (h) information that is likely to materially affect either of the Cities.

7.2 *Annual Report and Annual Membership Meeting.*

- (a) On or before April 30th of each year, the Board of Directors shall prepare an annual report which shall be submitted to each of the Cities, who shall bring the matter forward to their respective elected officials as an information item for the Regina Council and Moose Jaw Council. The Annual Report shall contain the following items:
 - (i) the Corporation's annual report, including the audited financial statements for the period ending December 31st and the Corporation's financial and operational performance against stated goals and objectives for the previous year, including a key performance indicators report; and an updated risk review;
 - (ii) any revisions to long term strategic plans or capital asset plans;
 - (iii) an operating and capital budget for the next fiscal year and an operating and capital budget projection for subsequent fiscal years contemplated in the current strategic or capital asset plans;
 - (iv) pro forma audited financial statements prepared in accordance with generally accepted accounting principles; and
 - (v) accomplishments during the fiscal year along with explanations, notes and information as is required to explain and account for any variances between the actual results and the strategic plans or capital asset plans.
 - (vi) projected major capital expenditures in excess of \$1 million;
 - (vii) any matters that require the approval of the Cities pursuant to section Article 5 of this Agreement; and
 - (viii) the projected five year water demand as provided by each of the Cities; and
- (b) In conjunction with the Annual Report, the Corporation shall conduct its annual general meeting which will:
 - (i) elect the Board of Directors;

- (ii) appoint the Auditor;
- (iii) approve the financial statements; and
- (iv) consider any other resolutions that may be brought forward.

7.3 ***Access to Records.*** Duly appointed representatives of the Cities (as may be approved by Regina Council and Moose Jaw Council, respectively, from time to time) shall have unrestricted access to the Corporation's books and records during normal business hours. Such representatives shall treat all information of the Corporation with the same level of care and confidentiality as any confidential information of the Cities.

7.4 ***Accounting.*** The Corporation shall keep detailed records of its transactions and, in consultation with the Auditor, adopt and use the accounting principles, policies and procedures which may be approved by the Board of Directors from time to time. All such principles, policies and procedures shall be in accordance with Applicable Laws.

ARTICLE EIGHT – RESTRICTIONS ON TRANSFER OF SHARES OF CORPORATION

8.1 ***No Dealing with Membership Interests.*** Each of the Cities covenants that they will not sell, assign, donate, encumber, transfer, mortgage, pledge, charge, subject to a security interest, hypothecate, or otherwise dispose of or in any way whatsoever directly or indirectly, deal with the ownership of any of the membership interests of the Corporation now or hereafter beneficially owned by them, except in accordance with the terms of this Agreement, or except with the prior written unanimous consent of the Cities.

ARTICLE NINE – RIGHT OF FIRST REFUSAL

9.1 ***Notice of Proposed Sale.*** If either of Regina or Moose Jaw (hereinafter in this Article Nine referred to as the “**Offeror**”) receives a *bona fide* written offer (hereinafter in this Article Nine referred to as the “**Offer**”) from any person, firm or corporation dealing at arm's length with the Offeror to purchase all or any part of the membership interests of the Corporation beneficially owned by such City, which is acceptable to the respective City, such City shall give notice of such Offer (hereinafter in this Article Nine referred to as the “**Notice**”) to the Corporation and to the other City and shall set out in the Notice the number of membership interests to be sold pursuant to the Offer (hereinafter in this Article Nine referred to as the “**Offered Interests**”) and the terms upon which, the price at which (hereinafter in this Article Nine referred to as the “**Purchase Price**”), and evidence that the person, firm or corporation dealing at arm's length with the Offeror has the means and capital immediately available to purchase the Offered Interests of the Corporation, such Offered Interests will be sold pursuant to the Offer.

9.2 Corporation Right to Purchase Offered Shares. Upon the Notice being given, the Corporation (hereinafter in this Article Nine sometimes referred to as an “**Offeree**”) shall have the right to purchase all, but not less than all, of the Offered Interests for the Purchase Price upon and subject to the terms and conditions hereinafter set forth.

9.3 Right to Purchase Offered Interests. If the Corporation does not elect to purchase the Offered Shares pursuant to Article 9.2, the other City (hereinafter in this Article Nine sometimes referred to as an “**Offeree**”) shall have the right to purchase all, but not less than all, of the Offered Interests for the Purchase Price.

9.4 Notice of Purchase and Additional Purchases. Within one hundred twenty (120) business days of having been given the Notice, each Offeree desiring to purchase all of the Offered Interests that it is entitled to purchase in accordance with the provisions of Section 9.2 and 9.3 shall give notice to the Offeror, to the Corporation and to the other Offerees. If any Offeree does not give such notice, the Offered Interests that he has been entitled to purchase (hereinafter in this Section 9.4 referred to as the “**Rejected Interests**”) may instead be sold pursuant to Section 9.6 of this Agreement.

9.5 Default in Transferring Interests. If the Offeror makes default in transferring the Offered Interests to the Offerees in accordance with the terms set out in the Notice, the secretary of the Corporation is authorized and directed to receive the purchase money and to thereupon cause the names of the Offerees to be entered in the registers of the Corporation as the holders of the Offered Interests purchasable by them. The said purchase money shall be held in trust by the Corporation on behalf of the Offeror and not commingled with the Corporation’s assets, except that any interest thereon shall be for the account of the Corporation. The receipt by the secretary of the Corporation for the purchase money shall be a good discharge to the Offerees and, after their names have been entered in the registers of the Corporation in the exercise of the aforesaid power, the validity of the proceedings shall not be subject to question by any person. On such registration, the Offeror will then be entitled to receive, without interest, the purchase price received by the secretary of the Corporation.

9.6 What Interests can be Sold to Third Party. If the Offerees do not give notice in accordance with the provisions of Section 9.4 that they are willing to purchase all of the Offered Interests, the rights of the Offerees, subject as hereinafter provided, to purchase the Offered Interests shall forthwith cease and determine and the Offeror may sell the Offered Interests to the third party purchaser within ninety (90) days after the expiry of the one hundred twenty (120) business day period or fifteen (15) business day periods, as the case may be, specified in Section 9.4, for a price not less than the Purchase Price and on other terms no more favourable to such person than those set forth in the Notice, provided that the person to whom the Offeror’s Interests are to be sold agrees prior to such transaction to be bound by this Agreement and to become a party hereto in place of the Offeror with respect to the Offered Interests. If the Offered Interests are not sold within such ninety (90) day period on such terms, the rights of the Offerees pursuant to this Section 9.1 shall again take effect and so on from time to time.

ARTICLE TEN – BUY/SELL PROVISIONS

10.1 *Triggering Buy/Sell Provisions.* Either of the Cities has the right at any time to give notice (such notice being hereinafter in this Article Ten referred to as the “**Notice**” and any City giving the Notice being hereinafter in this Article Ten referred to as the “**Offeror**”) to the other City (hereinafter in this Article Ten sometimes collectively referred to as the “**Offerees**” and sometimes individually referred to as an “**Offeree**”) and to the Corporation, which Notice shall contain the following:

- (a) an offer by the Offeror to purchase all of the membership interests beneficially owned by the Offerees (hereinafter in this Article Ten referred to as an “**Offer to Purchase**”), together with evidence that the Offeror has the means and capital immediately available to purchase all of the membership interests beneficially owned by the Offerees;
- (b) an offer by the Offeror to sell all of the membership interests beneficially owned by the Offeror to the Offerees (hereinafter in this Article Ten referred to as an “**Offer to Sell**”); and
- (c) the price to be paid pursuant to the Offer to Purchase and the Offer to Sell (such price being hereinafter in this Article Ten referred to as the “**Purchase Price**”).

10.2 *Time Limitation for Buy/Sell Decision.* Within one hundred twenty (120) business days of the Notice being given, the Offerees shall be entitled to accept either the Offer to Purchase or the Offer to Sell by giving notice of such acceptance to the Offeror and to the Corporation.

10.3 *Offer to Purchase Accepted.* If the Offerees accept the Offer to Purchase, the Offerees shall sell and the Offeror shall purchase all of the membership interests beneficially owned by each Offeree at the Purchase Price and the transaction of purchase and sale shall be completed within sixty (60) business days of the expiry of the one hundred twenty (120) business day period specified in Section 10.2 (hereinafter in this Article Ten referred to as the “**Date of Closing**”). The transaction shall be completed at the Corporation’s registered office where delivery of the membership interests shall be made by the Offerees with title, free and clear of all liens, charges and encumbrances, against payment by certified cheque by the Offeror.

10.4 *Offer to Sell Accepted.* If the Offerees accept the Offer to Sell, the Offerees shall purchase and the Offeror shall sell all of the membership interests beneficially owned by the Offeror at the Purchase Price and on the terms contained in Section 10.1 and the transaction of the purchase and sale shall be completed on the Date of Closing. The transaction shall be completed at the Corporation’s registered office where delivery of the membership interests shall be made by the Offeror with good title, free and clear of all liens, charges and encumbrances, against payment by certified cheque by the Offerees.

10.5 *Where No Decision Received.* If the Offerees do not accept either the Offer to Purchase or the Offer to Sell within the one hundred twenty (120) business day period specified in Section 10.2, such Offeree shall be deemed to have accepted the Offer to Purchase and to have given notice of such acceptance pursuant to the provisions of Section 10.2 on the last business day upon which such notice may have been given.

10.6 *Default in Transferring Shares.* If any City obligated to sell in accordance with the foregoing provisions of this Article Ten (hereinafter in this Article Ten referred to as the “**Selling Member**”) makes default in transferring all or any of its membership interests to the City obligated to purchase in accordance with such foregoing provisions (hereinafter in this Article Ten referred to as the “**Purchasing Member**”) as provided for in this Article Ten, the treasurer of the Corporation is authorized and directed to receive the purchase money and thereupon cause the name of the Purchasing Member be entered in the registers of the Corporation as the holder of the membership interests purchased by him. The said purchase money shall be held in trust by the Corporation on behalf of the Selling Member and not commingled with the Corporation’s assets, except that any interest accruing thereon shall be for the account of the Corporation. The receipt by the treasurer of the Corporation for the purchase money shall be a good discharge to the Purchasing Member and, after his name has been entered in the registers of the Corporation in exercise of the aforesaid power, the validity of the proceedings shall not be subject to question by any person. On such registration, the Selling Member shall cease to have any right to or in respect of the membership interests to be sold except the right to receive, without interest, the purchase price received by the treasurer of the Corporation.

10.7 *Notice.* Any notice delivered pursuant to this Section 10.1 shall be delivered personally to the Cities, the Corporation or other person to whom such Notice is addressed.

10.8 *Failure to Purchase.* If, on the Date of Closing, the Purchasing Member neglects or refuses to complete the transaction of purchase and sale herein contemplated, the Selling Member shall have the right, without prejudice to any other rights which the Selling Member may have, to give to the Purchasing Member, within fifteen (15) days of the Date of Closing, a notice that the Selling Member (in this article, the “**New Purchaser**”) intends to purchase from the Purchasing Vendor (in this Article, the “**New Vendor**”) all of the membership interests of the Corporation beneficially owned by the New Vendor at a purchase price for each share equal to two-thirds of the price for such membership interests set forth in the Buy/Sell Notice (in this Article, the “**New Purchase Price**”). The resulting transaction of purchase and sale shall take place, on the date which is forty-five (45) days following the receipt or deemed receipt of the aforesaid notice (hereinafter referred to as the “**New Date of Closing**”). On the New Date of Closing, the New Vendor shall sell all of the membership interests of the Corporation beneficially owned by him to the New Purchaser who shall purchase the same for the New Purchase Price, which shall be payable in accordance with the terms contained in this Article Ten.

ARTICLE ELEVEN – MAINTENANCE OF WATER SUPPLY

11.1 ***Maintenance of Water Supply to Cities.*** Notwithstanding any sale, transfer or other disposition of membership interests amongst the Cities, the Corporation or any third parties, each of the Cities and the Corporation acknowledge and agree that (i) in no event shall a divestiture of membership interests result in any modification to the Water Supply Agreements or the terms and conditions upon which water is provided to the Cities and (ii) the Water Supply Agreements may only be modified or amended with the express written consent of the Corporation and the affected City.

ARTICLE TWELVE – DISPUTE RESOLUTION

12.1 ***Initial Dispute Resolution.*** In the event of a dispute in relation to this Agreement, representatives from each of the Corporation and the Cities (each, a “**Party Representative**” and, collectively, the “**Party Representatives**”) shall promptly and diligently make all reasonable bona fide efforts to resolve the dispute. Each Party Representative shall provide to the other, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents (except such documentation that is subject to legal privilege) as may be required or reasonably requested by the other Party Representative to facilitate the resolution of the dispute.

12.2 ***Amicable Resolution by Senior Executives.*** If a dispute is not resolved by the Party Representatives within 10 Business Days, the dispute will then be referred to the City Manager of each respective City and the Chair of the Board of Directors. Once a dispute is referred to them, the City Managers and Chair of the Board of Directors shall promptly and diligently make all reasonable bona fide efforts to resolve the dispute. Each party shall provide to the other, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents (except such documentation that is subject to legal privilege) as may be required or reasonably requested by the other to facilitate the resolution of the dispute.

12.3 ***Amicable Resolution by City Councils.*** If a dispute is not resolved by the Party Representatives or senior executives within 10 Business Days, the dispute will then be referred to the Moose Jaw Council and Regina Council for final resolution. Once a dispute is referred to them, the Moose Jaw Council and the Regina Council shall each promptly and diligently make all reasonable bona fide efforts to resolve the dispute. Each party shall provide to the other, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents (except such documentation that is subject to legal privilege) as may be required or reasonably requested by the other to facilitate the resolution of the dispute.

ARTICLE THIRTEEN – INDEMNIFICATION

13.1 ***Co-Liability.*** It is the understanding and intention of the Cities that unless otherwise agreed in writing, they shall pay pro-rata according to their respective membership holdings, all debts, liabilities, costs and damages suffered by either of the Cities as a result of

contributions made, debts or liabilities properly incurred or guarantees given on behalf of or to the benefit of the Corporation during the term of this Agreement.

13.2 ***Indemnification.*** Each of the Cities hereby undertake and agree to indemnify each other and to save harmless each other for any and all financial contributions, liabilities, losses or damages which shall have been made or suffered on behalf of the Corporation or as a result of being a membership holder in the Corporation.

13.3 ***Guarantees.*** At any time, should either of the Cities become a surety or liable for any money owed by the Corporation or for any of the obligations entered into by the Corporation, then in that event, but subject to any prior indemnities between the parties provided for in this Agreement, the Cities shall protect, indemnify and save harmless the parties so liable so that they share the cost of such indemnification pro-rata according to their membership holdings in the Corporation.

13.4 ***Joint and Several Liability.*** Notwithstanding the joint and several nature of any guarantee entered into by the parties, as between the Cities, their liability for repayment shall be pro-rata according to their respective membership holdings in the Corporation.

ARTICLE FOURTEEN - TERMINATION OF AGREEMENT

14.1 ***Method of Termination.*** This Agreement shall cease and determine on the occurrence only upon the execution of an agreement of termination in writing by the parties.

14.2 ***Effect of Termination.*** No termination of this Agreement shall affect the right of any party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof nor shall it affect any other rights or obligations hereunder of the parties that would, by its context, survive termination.

ARTICLE FIFTEEN - GENERAL

15.1 ***Notices.*** All notices, requests, demands or other communications (collectively, “**Notices**”) by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party as follows:

To the Corporation:

**

To the City of Regina:

City of Regina
14th Floor, 2476 Victoria Avenue,
P.O. Box 1790
Regina, SK S4P 3C8

Attention: City Manager

To the City of Moose Jaw:

City of Moose Jaw
228 Main Street North
Moose Jaw, SK S6H 3J8
Attention: City Manager

or at such other address as may be given by such person to the other parties hereto in writing from time to time. All Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

15.2 Additional Documents. The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

15.3 Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

15.4 Time of the Essence. Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

15.5 Entire Agreement. This agreement constitutes the entire Agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representation or writings whatsoever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. The Schedules referred to herein are incorporated herein by reference and form part of the Agreement.

15.6 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

15.7 Currency. Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

15.8 *Headings for Convenience Only.* The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

15.9 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of the Province of Saskatchewan.

15.10 *Gender.* In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender, shall include the masculine, feminine and neuter genders.

15.11 *Calculation of Time.* When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last date of such period is not a business day, then the time period in question shall end on the first business day following such non-business day.

15.12 *Legislation Reference.* Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

15.13 *Extended Meaning of “membership interests”.* Any reference to the membership interests of the Corporation means the membership interests in the capital of the Corporation, as such interests exist at the close of business on the date of execution and delivery of this Agreement; provided that in the event of a subdivision, redivision, reduction, combination or consolidation, then a reference to membership interests of the Corporation shall thereafter mean the membership interests resulting from such subdivision, redivision, reduction, combination or consolidation.

15.14 *Severability.* If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.

15.15 *Termination of Prior Agreement.* All Agreements among some or all of the parties hereto regarding the organization and affairs of the Corporation or the previous arrangements relating to the Buffalo Pound Water Treatment Plant, whether written or oral, are hereby terminated.

15.16 *Transmission by Electronic Means.* The parties hereto agree that this Agreement may be transmitted by electronic means and that the reproduction of signatures by an electronic device or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF each of the parties has executed this Unanimous Membership Agreement as of this ____ day of _____ 2015.

CITY OF REGINA

Per: _____
Name: _____
Title: _____

CITY OF MOOSE JAW

Per: _____
Name: _____
Title: Mayor

Per: _____
Name: _____
Title: City Clerk

BUFFALO POUND WATER TREATMENT CORPORATION

Per: _____
Name: _____
Title: _____

December 2, 2015

To: Members,
Executive Committee

Re: 2016 Council and Committee Meeting Schedule and related Amendments to *The Procedure Bylaw*

RECOMMENDATION

1. That the 2016 meeting calendar for City Council and the following main committees as outlined in Appendix A be approved:
 - a. City Council
 - b. Community and Protective Services
 - c. Executive Committee
 - d. Finance and Administration
 - e. Mayor's Housing Commission
 - f. Public Works and Infrastructure
 - g. Regina Appeal Board
 - h. Regina Planning Commission
2. That the amendments to *The Procedure Bylaw* as detailed in this report be approved.
3. That the City Solicitor be instructed to prepare and bring forward the amendments to *The Procedure Bylaw*.
4. That this report be forwarded to the December 21, 2015 meeting of City Council.

CONCLUSION

This report seeks approval of the Council meeting schedule for 2016 as well as meeting dates for all main committees of Council. This report also recommends amendments to *The Procedure Bylaw* with respect to regular meetings of council as well as meetings of other bodies of council in order to meet new requirements of *The Cities Act*.

BACKGROUND

Section 96 of *The Cities Act* states that "a council may decide to hold regularly scheduled council or council committee meetings on specified dates, times and places". *The Procedure Bylaw* outlines regularly scheduled council meetings which are to be held "starting on the fourth Monday of January commencing at 5:30 in the evening and on each second week thereafter" but provides that these meeting dates "may be altered in accordance with a meeting schedule approved by City Council by the last Council meeting in December of each year".

As is provided for in the above, Council has historically adopted yearly calendars with a varied meeting schedule. The proposed 2016 calendar outlined in Appendix A largely mirrors past years' meeting schedules. As previously requested the schedule provides for an uninterrupted break between the last Executive Committee meeting and Council meeting in July and August of each year.

On November 26, 2015, amendments to *The Cities Act* came into force which require a council to establish a procedure bylaw for council meetings and to “ensure that all council committees, controlled corporations and other bodies established by the council have publicly available written procedures for conducting business at meetings”. The new provision details certain requirements for a procedure bylaw and requires that the above changes be made within 60 days of the coming into force date of the legislative amendments. Public notice is also required where any changes to a procedure bylaw are made.

DISCUSSION

Meeting Dates for 2016

The number of committee meetings, their frequency and the timing of the meetings in relation to each other and meetings of Council pose scheduling challenges for members of Council, committee members, as well as for the Office of the City Clerk. The anticipated need for “special meetings” of Council or Committee to be called to deal with unique or pressing matters serves to further compound this. The attached schedule attempts to balance all of the above factors.

As 2016 is an election year, adjustments to the calendar are required for Committee/Council meetings starting in October. Other than Executive Committee and Council, no other main committees will meet during October and November. A meeting of City Council is scheduled for November 7, 2016 to facilitate the swearing in of the new Mayor and Councillors. This meeting will also approve the Deputy Mayor and Acting Deputy Mayor schedule for 2016 to 2020. The final election results report will also be on the agenda at this meeting.

Bylaw Amendments

The amendments that have been made to *The Cities Act* require a procedure bylaw and detail items which must be included in the procedure bylaw. The City’s current procedure bylaw has been in place for the past 16 years and meets all of the requirements of the new provision with the exception of the following two requirements:

- That in addition to listing the days and times of the meetings, the place of the meeting and method for amending the place must be stated; and
- That “council shall ensure that all council committees, controlled corporations and other bodies established by the council have publicly available written procedures for conducting business at meetings”.

It is recommended that *The Procedure Bylaw* be amended to indicate the place of the meetings as City Hall, 2476 Victoria Avenue, Regina, Saskatchewan and that should the place be required to be amended, notice shall be given to the public, members of the Committee and all members of Council as soon as reasonably practicable and by any reasonable means in the circumstances as determined by the City Clerk.

With respect to council committees, controlled corporations and other bodies, *The Procedure Bylaw* currently provides procedures for main committees of Council. *The Procedure Bylaw* provides that certain other boards and committees may establish their own procedures. It is recommended that the wording of the section dealing with committees which set their own procedures be broadened to also reference all “controlled corporations and other bodies established by council other than main committees” and to add a requirement that these bodies be required to have written procedures for conducting business at meetings and to make these written procedures publicly available.

RECOMMENDATION IMPLICATIONS

Financial Implications

None with respect to this report.

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

The establishment of a calendar for 2016 provides Council, citizen members, media and the public with advance knowledge of the meeting schedule and assists in addressing and planning for other obligations that arise during the year. It also assists Administration and the Office of the City Clerk in facilitating an orderly flow and process of reports going to committee and/or Council.

Other Implications

Reports and recommendations from some committees may have pressures or constraints that require timely consideration by City Council. In those instances where there is a long period between a committee meeting and City Council, the holding of a “special meeting(s)” to deal with these may be required. Changes to the approved meeting schedule will be done on an exceptional basis only.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Following approval by Council, the 2016 meeting schedule will be released publicly and will be available on regina.ca.

A letter will be sent by the Clerk to all bodies of council affected by the bylaw amendments to advise of the new requirement.

DELEGATED AUTHORITY


The recommendations contained in this report require City Council approval.

Respectfully submitted,



Erna Hall, Deputy City Clerk
City Clerk & Governance

Respectfully submitted,



Jim Nicol, Chief Legislative Officer & City Clerk
City Clerk & Governance

Appendix A

DRAFT 2016 Calendar Council & Committee Meeting Schedule

~ January 2016 ~						
◀ Dec 2015						Feb 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 New Years	2
3	4	5 F & A	6 RPC	7 MHC	8	9
10	11	12 RAB	13 EXEC CPS	14 PWI	15	16
17	18	19	20	21	22	23
24	25 COUNCIL	26	27	28	29	30
31	Notes: SUMA ANNUAL CONFERENCE – REGINA January 31- February 3					

~ February 2016 ~						
◀ Jan 2016						Mar 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4 MHC	5	6
7	8	9 F & A	10 RPC	11 PWI	12	13
14	15 Family Day	16 RAB	17 EXEC CPS	18	19	20
21	22	23	24	25	26	27
28	29 COUNCIL	Notes: SUMA ANNUAL CONFERENCE – REGINA January 31- February 3				

~ March 2016 ~						
◀ Feb 2016						Apr 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3 MHC	4	5
6	7	8 F & A	9 RPC	10 PWI	11	12
13	14	15 RAB	16 EXEC CPS	17	18	19
20	21	22	23	24	25 Good Friday	26
27	28 Easter Monday	29 COUNCIL	30	31	Notes:	

~ April 2016 ~						
◀ Mar 2016						May 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 F & A	6 RPC	7 MHC	8	9
10	11	12 RAB	13 EXEC CPS	14 PWI	15	16
17	18	19	20	21	22	23
24	25 COUNCIL	26	27	28	29	30

~ May 2016 ~						
◀ Apr 2016						Jun 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5 MHC	6	7
8	9	10 F & A	11 RPC	12 PWI	13	14
15	16	17 RAB	18 EXEC CPS	19	20	21
22	23 Victoria Day	24	25	26	27	28
29	30 COUNCIL	31	Notes:			

~ June 2016 ~						
◀ May 2016						Jul 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2 MHC	3	4
5	6	7 F & A	8 RPC	9 PWI	10	11
12	13	14 RAB	15 EXEC CPS	16	17	18
19	20	21	22	23	24	25
26	27 COUNCIL	28	29	30	Notes: FCM ANNUAL MEETING – Winnipeg June 3 - 5	

~ July 2016 ~						
◀ Jun 2016						Aug 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Canada Day	2
3	4	5 F & A RAB	6 EXEC	7 MHC RPC	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25 COUNCIL	26	27	28	29	30
31	Notes:					

~ August 2016 ~						
◀ Jul 2016						Sep 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Saskatchewan Day	2 F & A	3 RPC	4 MHC	5	6
7	8	9 RAB	10 EXEC	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29 COUNCIL	30	31	Notes: CACP ANNUAL CONFERENCE – Ottawa August 10 - 18		

~ September 2016 ~						
◀ Aug 2016						Oct 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 MHC	2	3
4	5 Labour Day	6 F & A	7 RPC	8 PWI	9	10
11	12	13 RAB	14 EXEC CPS	15	16	17
18	19	20	21	22	23	24
25	26 COUNCIL	27	28	29	30	Notes:

~ October 2016 ~						
◀ Sep 2016						Nov 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5 EXEC	6	7	8
9	10 Thanksgiving	11	12	13	14	15
16	17 COUNCIL	18	19	20	21	22
23	24	25	26 ELECTION DAY	27	28	29
30	31	Notes:				

~ November 2016 ~						
◀ Oct 2016						Dec 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 COUNCIL (Swearing In Ceremony)	8	9	10	11 Remebrance Day	12
13	14	15	16 EXEC	17	18	19
20	21	22	23	24	25	26
27	28 COUNCIL	29	30	Notes:		

~ December 2016 ~						
◀ Nov 2016						Jan 2017 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 MHC	2	3
4	5 COUNCIL – Budget Meeting	6 F & A	7 RPC	8 PWI	9	10
11	12 DAB	13 RAB	14 EXEC CPS	15	16	17
18	19 COUNCIL	20	21	22	23	24
25	26 Boxing Day	27	28	29	30	31