

TOWN OF HANLEY TOWN FORUM SUMMARY

June 23, 2025



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- Draft Memorandum of Understanding between Town and Agricultural Society (See attached).....8

- Press Release – Investigation Update, September 10, 20248



Town of Hanley – Town Forum Question and Answer Summary

Date of Open House: June 16, 2025

Location: Hanley Community Centre

Facilitator: Tim Duhamel, President, Bloom Centre for Municipal Education

Introduction

The Town of Hanley held a public forum on June 16, 2025, to address important matters concerning the community, including the outcome of a Code of Ethics investigation, the relationship with the Agricultural Society, and the use of the Agricultural Grounds. The session was well-attended by over 100 residents, and the tone of the evening was constructive, respectful, and forward-looking.

This document summarizes the questions posed during the forum, along with Council's responses and clarifications. The intent is to ensure continued transparency, strengthen community trust, and provide ongoing clarity.

Appendix A: First Round of Questions & Responses

Request for Investigation Report

- The report is property of Council. Approximately 50% of municipalities release full reports, 30% do not release them, and 20% provide summaries. The investigator recommended that Hanley Council not release the full report due to the personal nature of some complaints, but did recommend providing a summary and high-level public details.
- Numerous press releases and information sessions have addressed the key findings.
- If needed, a controlled review of the report in Council Chambers may be permitted by Council resolution.

Why was the Councillor not removed from Council?

- Under The Municipalities Act (Saskatchewan), an elected official cannot be removed unless they meet strict criteria (e.g., criminal conviction, bankruptcy, absence from meetings, conflict of interest ruling by a court).
- The Council cannot remove a Councillor due to a code of conduct breach alone.
- The investigator concluded that though the councillor did breach the code of ethics, the breach did not reach the level of severity where a suspension would be warranted.

What authority does Council have to impose sanctions?

- Per the Town of Hanley Code of Ethics Bylaw, Council may impose:
 - - Formal reprimand or censure
 - - Mandatory training
 - - Committee removal
 - - Public apology
 - - Suspension from Council/Committee participation (max 3 months)
- These measures were implemented following best practices.

Could the investigation have been handled internally?

- Council reviewed this and decided, due to the complexity and volume of complaints (six in total), to retain an independent third-party investigator with municipal expertise.
- Bloom CME recommended a formal external investigation, which was approved.

Were any Councillors recused?

- Yes. One Councillor was recused due to a family relationship.

Was the public involved in the investigation?

- Witnesses were invited to participate. Complainants and the respondent were interviewed.

Where did the money come from for the investigation?

- The cost was funded through surplus funds and reserves set aside for emergent/unforeseen events.

How much did the investigation cost?

- \$25,000, which is below the average for similar municipal investigations (typically \$20,000–\$75,000).
- The investigator also provided additional services at no cost, including MOU development.

Was one of the complainants a Councillor?

- Yes, one elected official was a complainant.

Appendix B: Second Round of Questions & Responses

Did the Ag Society receive the MOU?

- The MOU was sent to multiple contacts. While one recipient was a personal email, several follow-up messages were sent to the correct organizational addresses.
- There was no response from the Ag Society to requests for negotiation.

What is the Ag Society?

- A not-for-profit organization with a mission to provide agricultural events and support in the community.

What are the Ag Grounds called?

- Commonly referred to as the Hanley Agricultural Grounds.

Is the Ag Society only about the rodeo?

- This question is best answered by the Ag Society themselves.

Will Ag events still be allowed?

- Yes. Council welcomes Ag events and plans to revitalize the grounds for broader community use. A permitting and MOU process will be developed.

Has the Ag Society provided financial statements?

- Yes, but the documentation lacked detail and professionalism. Council requested improved reporting, which has not been submitted.

Is the Ag Society a non-profit?

- Agricultural societies are typically not-for-profit, but the Town recommends verifying legal status directly with the organization.

Why isn't there an application/permit process?

- The Town is developing a new system including:
 - - Permit applications
 - - Damage deposits
 - - MOUs and standard procedures

Does every event need an MOU?

- No. MOUs are for structured, ongoing partnerships. One-off events may only require a permit.

Who will run Ag fairs if the Ag Society only does the rodeo?

- Council is exploring options, including new committees and partnerships with the RM.

Appendix C: Third Round of Questions & Responses

Will the Agricultural Society be issuing an apology?

The Town itself is not requesting an apology. However, residents who feel that an apology is warranted are encouraged to reach out directly to the Agricultural Society.

Did the Agricultural Society ask for the items to be removed, or did the Town demand their removal?

The decision to remove old infrastructure related to the rodeo was mutually agreed upon by both the Town and the Agricultural Society. Both parties recognized that removal was in the best interest of public safety and future use of the grounds.

Can we publish an initial list of the items?

Yes. An itemized list of the removed items will be prepared and made publicly available within the next week.

What is the plan to replace everything?

The Town is currently exploring all available options. These include municipal funding, fundraising efforts, partnerships with existing or new community groups, and potential collaboration with the RM. Council views this as a community priority and is diligently working on a plan, which will be shared with the public and may be incorporated into the 2026 budget.

Is there a code of conduct for the Agricultural Society?

The Town of Hanley does not have jurisdiction over the Agricultural Society. A review of the Saskatchewan Association of Agricultural Societies and Exhibitions (SAASE) website did not reveal a formal code of ethics or conduct. Residents seeking more information or wishing to make a complaint are encouraged to contact SAASE directly.

Will there be an announcement when the litigation is over?

Yes. The Town will fully disclose the outcomes of any legal disputes or litigation upon conclusion. However, any disclosure will be in accordance with Freedom of Information and Protection of Privacy legislation.

Will the Town welcome a rodeo again?

Council is not opposed to hosting another rodeo in the future. However, due to the increased liability risks, rising insurance requirements, and the potential need for infrastructure modifications to support such an event, a formal Memorandum of Understanding (MOU) will be required. The MOU will outline responsibilities, safety protocols, insurance provisions, and expectations regarding use of municipal property to ensure proper risk management and transparency for all parties involved. This proactive approach will help protect both the municipality and the event organizers, while fostering a cooperative framework for future events.

Appendix D: Supporting Documents

- **Town of Hanley Code of Ethics Bylaw 2/21 (See attached)**
- **Draft Memorandum of Understanding between Town and Agricultural Society (See attached)**
- **Press Release – Investigation Update, September 10, 2024**
- **Press Release – CAO Transition, September 18, 2024**

For further information, please contact:

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CODE OF ETHICS BYLAW

TOWN OF HANLEY

BYLAW NO 2/21

A BYLAW TO ESTABLISH A CODE OF ETHICS FOR COUNCIL MEMBERS

PART I

GENERAL

Short Title

1. This bylaw may be cited as the "Code of Ethics Bylaw".

Preamble

2. The members of council of the Town of Hanley recognize that their actions have an impact on the lives of all residents and property owners in the community. Fulfilling their obligations and discharging their duties responsibly requires a commitment to the highest ethical standards.

The members of council recognize that the quality of the public administration and governance of the Town, as well as the reputation and integrity, depends on their conduct as elected officials.

Purpose and Interpretation

3. The purpose of this bylaw is to outline basic ethical standards and values for members of council. It is to be used to guide members of council respecting what their obligations are when fulfilling their duties and responsibilities as elected officials. It also explains the procedure for filing a complaint, investigating a complaint, and enforcing these standards and values.

This bylaw is to be interpreted in accordance with the legislation applicable to the Town, the common law and the policies and bylaws of the Town.

Neither the law nor this bylaw is to be interpreted as exhaustive. There will be occasions which council will need to adopt additional rules of conduct in order to protect the public interest and to enhance the public confidence and trust in local government. It is the responsibility of each member of council to uphold the standards and values set out in this bylaw.

Definitions

4. In this bylaw:
 - a) **Act:** means *The Municipalities Act*.
 - b) **Complainant:** means an individual/organization/municipal employee/member of council.

- c) **Designated Officer:** means a person designated by council or a person to whom power or authority is delegated by the administrator or, in the absence of a designation by council, the administrator.
- d) **Members of Council:** means the council of the Town and includes the Mayor and each Councillor.
- e) **Town:** means the Town of Hanley.

PART II

STANDARDS AND VALUES¹

5. Members of council must uphold the following standards and values:

- a) **Honesty**
 - i. Members of council shall be truthful and open in their roles as council members and as members of the communities they serve.
- b) **Objectivity**
 - i. Members of council shall make decisions carefully, fairly and impartially.
- c) **Respect**
 - i. Members of council shall treat every person, including other members of council, municipal employees and the public, with dignity, understanding and respect;
 - ii. Members of council shall not engage in discrimination, bullying or harassment in their roles as members of council;
 - iii. Members of council shall not use derogatory language towards others;
 - iv. Members of council shall treat people with courtesy; and
 - v. Members of council shall recognize the importance of the different roles others play in local government decision making.
- d) **Transparency and Accountability**
 - i. Members of council shall endeavour to conduct and convey council business and all their duties in an open and transparent manner, other than those discussions that are authorized to be dealt with in a confidential manner in a closed session, so that stakeholders can view the process and rationale used to reach decisions and the reasons for taking certain actions; and
 - ii. Members of council are responsible for the decisions they make. This responsibility includes acts of commission and acts of omission.
- e) **Confidentiality**
 - i. Members of council shall refrain from disclosing or releasing any confidential information acquired by virtue of their office except when required by law or authorized by council to do so; and
 - ii. Members of council shall not take advantage of or obtain private benefit from information that is obtained in the course of or as a result of their official duties or position and that is not in the public domain. This includes complying with

¹ Prescribed model code of ethics as per the applicable regulations.

The Local Authority Freedom of Information and Protection of Privacy Act in their capacity as members of council of a local authority.

f) Leadership and the Public Interest

- i. Members of council shall serve their constituents in a conscientious and diligent manner and act in the best interests of the Town;
- ii. Members of council shall strive, by focussing on issues important to the community and demonstrating leadership, to build and inspire the public's trust and confidence in local government;
- iii. Members of council are expected to perform their duties in a manner that will bear close public scrutiny and shall not provide the potential or opportunity for personal benefit, wrongdoing or unethical conduct.

g) Responsibility

- i. Members of council shall act responsibly and in accordance with the Acts of Parliament of Canada and the Legislature of Saskatchewan, including *The Municipalities Act*;
- ii. Members of council shall disclose actual or potential conflicts of interest, either financial or otherwise, related to their responsibilities as members of council, following the policies and procedures of the Town and exercising all conferred powers strictly for the purpose for which the powers have been conferred; and
- iii. Members of council are individually responsible for preventing potential and actual conflicts of interest.

PART III

COMPLAINT PROCESS

Informal Complaint Process²

6. Any person who has witnessed or believes that a member of council has contravened the bylaw may advise the member that they are in contravention of this bylaw and encourage the member to stop.

Formal Complaint Process

7. To report an alleged contravention of the bylaw, the complainant shall submit the Complaint Form found in Schedule A, personally or by sending the form directly to the designated officer by mail, email, fax or courier.
8. As soon as possible after receiving the complaint, the designated officer will issue the Receipt of Complaint form, found in Schedule B, to the complainant, personally or by sending the form by mail, email, fax or courier.
9. Within 7 (seven) days of issuing the Receipt of Complaint, the designated officer will review the complaint to ensure the following:

² The informal complaint process should be the initial means of remedying an alleged code of ethics complaint.

- a) The complaint meets the scope of the code of ethics bylaw³; and
- b) The complaint form is filled out completely and in detail.

10. After review of the complaint, the designated officer shall within 7 (seven) days notify:

- a) The complainant in writing that the complaint does not meet the scope of this bylaw or that the complaint form is not filled out completely. If applicable, the designated officer will direct the complainant to another process for addressing the complaint; or
- b) The complainant in writing that the complaint meets the requirements of this bylaw; and
- c) The alleged council member(s) in writing that a complaint has been filed pursuant to this bylaw.

11. The designated officer shall inform all parties of the following:

- a) Who will be investigating the complaint;
- b) The investigation process;
- c) When the investigation will be initiated⁴; and
- d) How the investigation's findings will be communicated.

12. At the next council meeting, upon being informed by the designated officer, council will acknowledge by resolution that a code of ethics complaint has been filed and will initiate the investigation process⁵.

Investigation - Option 1: Council is the Investigator

13. Council shall establish a committee to investigate, report and to make recommendations based on the findings of the complaint to council.

14. The council member(s) who the complaint is made against shall not participate in conducting the investigation.

15. If the complainant is a council member, that council member shall not participate in conducting the investigation.

16. The investigation shall be done in a confidential, objective and impartial way.

17. The investigation must, as is reasonably possible, protect the names of all parties involved.

18. The investigative committee shall review the complaint and clarify any information with the complainant, if required.

³ The designated officer should think about: Does the complaint outline a contravention of this bylaw or is there a better avenue to file the complaint? If the complaint fits better elsewhere, provide other options i.e. Nuisance Bylaw. This is not the time to judge whether it is a legitimate allegation, just if it fits the scope of the bylaw.

⁴ The investigation will be initiated when council passes a motion as per section 12 of the bylaw.

⁵ At this point council does not review the complaint, only acknowledges that a complaint was made. Best practice would be to acknowledge the complaint by reference number to protect all parties involved. If council wishes to discuss further, they should do so in a closed meeting. Remember that if a council member is a party to the complaint, they should not participate in the discussion and should declare a Conflict of Interest.

19. The investigative committee shall serve a copy of the complaint and supporting documents to the alleged council member(s) and request a written response to the claim within 15 (fifteen) days of receiving complaint⁶.
20. If the alleged council member(s) provide a written response, that response is to be provided to the complainant with a request for a written response within 15 (fifteen) days.
21. The investigation committee must verify the information provided from all parties, which may include speaking to anyone relevant to the complaint.
22. The investigation committee must determine what section(s), if any, of this bylaw was contravened.
23. When the investigative committee is satisfied that all the relevant information has been provided, they will prepare a written report summarizing the allegations, the findings and their recommendation as to whether or not the complaint is substantiated.
24. The complainant and alleged council member(s) shall be provided a copy of the written report.
25. The investigating committee will provide the report to council in a closed meeting.
26. The council member(s) who the complaint is made against shall not participate in the closed meeting.
27. If the complainant is a council member, that council member shall not participate in the closed meeting.
28. If council is satisfied with the report from the investigation committee, in an open meeting, council shall pass a resolution stating that the complaint is either unsubstantiated or substantiated.
29. If the complaint is unsubstantiated, it is deemed dismissed and council shall notify all parties involved of the following:
 - a) The reasons the complaint is dismissed; and
 - b) The ability to contact Ombudsman Saskatchewan if they feel they have been treated unfairly in the handling of the complaint.
30. If the complaint is substantiated, council shall provide all parties involved the following:
 - a) The reasons for the substantiation;
 - b) What remedial action(s), if any, will be imposed as per section 31; and
 - c) Information about the ability to contact Ombudsman Saskatchewan if they feel they have been treated unfairly in the handling of the complaint.

Investigation - Option 2 - Third Party is the Investigator⁷

13. The investigation must, as is reasonably possible, protect the names of all parties involved.
14. The investigation shall be done in a confidential, objective and unbiased way.
15. At a minimum, the investigation must:
 - a) Clarify what the complaint is about;

⁶ Identifying and/or personal information may need to be redacted from the copy of complaint and documents being served.

⁷ Best practice is to appoint the investigating third party annually by resolution.

- b) Verify the information provided in the complaint is relevant and accurate;
 - c) Provide an opportunity for all parties involved to review the preliminary findings and to provide contrary and/or additional information that may be relevant;
 - d) Determine what section(s), if any, of this bylaw was contravened; and
 - e) Summarize the results of the investigation into a written report.
16. The investigator will provide the report to council in a closed meeting.
17. The council member(s) who the complaint is made against shall not participate in the closed meeting.
18. If the complainant is a council member, that council member shall not participate in the closed meeting.
19. Upon the report from the investigator, in an open meeting, council shall pass a resolution stating that the complaint is either unsubstantiated or substantiated.
20. If the complaint is unsubstantiated, it is deemed dismissed and council shall notify all parties involved the following:
- a) The reasons the complaint is dismissed; and
 - b) The ability to contact Ombudsman Saskatchewan if they feel they have been treated unfairly in the handling of the complaint.
21. If the complaint is substantiated, council shall provide all parties involved the following:
- a) The reasons for the substantiation;
 - b) What remedial action(s), if any, will be imposed as per section 22; and
 - c) Information about the ability to contact Ombudsman Saskatchewan if they feel they have been treated unfairly in the handling of the complaint.

Remedial Action

31/22. The remedial action(s) imposed should be corrective and progressive and have a realistic time frame for completion. Council should take into consideration the nature and severity of the violation as well as whether the council member(s) has previously violated this bylaw.

32/23. The remedial action(s) imposed by council shall be decided by resolution, at a meeting open to the public. The remedial action may include, but is not limited to:

- An apology, either written and/or verbal, by the member of council to the impacted individual(s), council and/or the general public.
- Educational training on ethical and respectful conduct.
- Repayment of moneys/gifts received.
- Removal of the member from council committees and/or bodies.
- Dismissal of the member from a position of chairperson of a committee.
- Reduction in remuneration and/or benefits and/or expenses.

33/24. Failure to comply with the course(s) of action set out by council may lead to further remedial action and possibly to suspension.

Dispute Resolution

34/25. If council believes it to be desirable, council may offer the parties to a complaint an opportunity to mediate the complaint.

35/26. Mediation must be agreed upon by all parties⁸.

36/27. Mediation shall be handled by a neutral third-party who has experience in the mediation process.

37/28. Mediation shall be confidential.

PART IV

MISCELLANEOUS

38/29. This bylaw shall also apply to members of committees, boards, controlled corporations and other bodies established by council who are not members of council.

PART V

REPEALING BYLAWS AND COMING INTO FORCE

39/30 Bylaw No. 19/16 is hereby repealed.

40/30. This bylaw shall come into effect on the day of its final passing.

{Seal}




(Mayor)


(Administrator)

⁸ The municipality may want to consider including how mediation would be paid for, as it would be less expensive as a full investigation, the municipality may decide to pay for these services

Schedule A
Complaint Form

Complainant Name: _____ (Print name)

Complainant Address: _____ (Mailing address)

Complainant Phone Number(s): _____

Complainant Email: _____

I have reasonable and probable grounds to believe that council member(s):

_____ (List name(s) of council member(s) whom the complaint is against)

has (have) contravened the Code of Ethics Bylaw by reason(s) of the following:

1. Insert date(s), time and location of conduct

2. Include the sections of the Code of Ethics Bylaw that have been contravened

3. Provide the particulars and names of all persons involved and of all witnesses

4. Provide contact information for all people

5. Number of exhibits attached (if applicable): _____

6. If more space is required, please attach additional pages if needed.

**I declare that the information given by me with respect to the above statements is true in all respects.
I understand that signing a false affidavit may expose me to prosecution under the Criminal Code of
Canada.**

Dated this _____ day of _____, 20 _____.

(Signature of Complainant)

For Office Use Only

(Date received)

(Reference number)

(Signature of _____ (i.e. Designated Officer,
Administrator, City Clerk, or other applicable position pursuant to
subsection 4 of bylaw)

Schedule B

Receipt of Complaint

I acknowledge that I have received a completed Complaint Form as prescribed in the Code of Ethics Bylaw, Schedule A from

_____, dated on the _____.
(Name of complainant) (Date the complainant signed)

Dated at _____, on _____.
(Location) (Date of issuing the Receipt of Complaint)

(Signature of Designated Officer)

HANLEY AG SOCIETY

MEMORANDUM OF UNDERSTANDING

Term: 2024-2026 Season

THIS AGREEMENT made this _____ day of _____ 2024

BETWEEN:

THE TOWN OF HANLEY, a municipal corporation established and existing pursuant to the laws of the Province of Saskatchewan,

(Hereinafter referred to as the "Town")

OF THE FIRST PART

AND:

HANLEY AG SOCIETY a society established and existing pursuant to the laws of the Province of Saskatchewan,

(Hereinafter referred to as the "HAS")

OF THE SECOND PART

PREAMBLE

WHEREAS the Town will provide seasonal use of the areas described as: "**TBD**";

AND WHEREAS the HAS and the Town wish to continue to communicate effectively and operate efficiently in the best interests of the community at large;

NOW THEREFORE IN CONSIDERATION of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

In this Agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

1.1 "Effective Date" of this agreement means the _____ (Date);

-

- 1.2 **"Emergency"** means an event that requires prompt co-ordination of action or special regulation of persons or property to protect the safety, health or welfare of people or to limit damage to property or the environment resulting in activation of the Town's **Municipal Emergency Plan**.
- 1.3 **"Health and Safety Inspections"** means periodic inspections of the areas of the agreement by Town representatives to ensure that the Facility is safe for both patrons and Town staff as per the Town's Health and Safety Program.
- 1.4 **"Recreational Facility"** means "any facility that is owned by the Town that is being used for recreational purposes by user groups, external committees or organizations".
- 1.5 **"Facility Emergency"** means an emergency within the areas specified such as but not limited to fire or other natural disaster.
- 1.6 **"HAS Users"** means individuals or groups using the specified areas and may include HAS members or other users.
- 1.7 **"Hanley Resident"** means an individual that resides in the Town of Hanley.
- 1.8 **"Utilities"** means each and every utility including without restricting the foregoing, gas, water, sewer, and power.
- 1.9 **"Work Plan"** means a document submitted to the Town annually that outlines planned projects including scope of work, resources required, and projected timelines.
- 1.10 **"Specified Area(s)"** means the areas that are included as part of this agreement and defined in the preamble.

ARTICLE II TOWN'S RESPONSIBILITIES

2.1 Insurance

The Town will insure and keep insured against all losses during the term hereof the Facility and the Town's equipment or other Town owned contents located therein to the extent as would a prudent owner.

2.2 Facility Maintenance, Repairs and Janitorial Services

The HAS shall be responsible for all maintenance items, repairs, & clean-up pertaining to the Specified Areas of the agreement upon event completion based on the clean-up requirements specified by Area below.

2.3 Utilities

The Town shall pay for all utilities for the entire Facility.

2.4 Use of the Specified Areas

The Town agrees that the HAS may, during the Term, have full access and use the Specified Areas for HAS activities. These areas must be kept clean and organized for the safety of staff and HAS employees, volunteers, and the general public.

2.5 HAS Signage

The Town will allow the HAS to post/hang full time any and all related banners, signage and/or promotional materials in any and all areas of the Specified Areas or in other areas of the Town with the approval of the Chief Administrative Officer or designate. Any signage that is obsolete or in poor condition is to be removed.

ARTICLE III HAS RESPONSIBILITIES

3.1 Insurance and License Requirements

The parties hereto agree that the HAS shall maintain all required licenses, insurances and inspections relative to their operations. This includes insurance on both equipment and liability (where applicable), Worker's Compensation coverage, liquor licenses as required and any other provincial or federal required licenses or permits. HAS shall obtain Special Events Insurance for any activity that is not in the normal operation of their responsibility.

HAS will provide an insurance certificate to the Town, with the Town listed as additional insured prior to the start of each season/event.

The HAS shall provide proof of the above licenses, inspections and processes to the Town when requested. (Annual liquor permit, if required)

3.2 HAS Operations

The HAS is responsible for the payment of all its operation costs or expenses other than those which the Town has expressly agreed to pay pursuant to the terms of this Agreement.

Without restricting the generality of the fore-going, the HAS is responsible for the purchase of its own supplies and equipment including maintenance and repair of HAS owned equipment and supplies.

The HAS is responsible for the training and supervision of HAS volunteers and all related expenses including insurance.

The Town recommends that the HAS maintain Criminal Record Checks including a vulnerable sector search for all staff.

Clean-Up of Facilities

The HAS is responsible for ensuring that the Specified Areas are clean and tidy. By area, this includes:

a. Centennial Hall facility

i. Special Event Committee and Committee of Council:

1. is responsible for the clean-up of the hall, hall's lobby, kitchen, and bathrooms, prior to Sunday Church Services or the next scheduled event, whichever comes first.
2. Event clean-up requiring a day past the event date to perform the clean-up will be required to pay one (1) additional day of rental.

b. The Curling Club facility

i. Curling Club Committee

1. Is responsible for cleaning the cement curling surface prior to a curling season and after the end of curling season.
2. Following the end of curling season, the cement surface is expected to be cleaned thoroughly to accommodate special events held prior to the next curling season. This cleaning is to be completed prior to the first special event reservation.

ii. Special Event Committee and Committee of Council

1. Is responsible for the clean-up of the hall's lobby, kitchen, and bathrooms, prior to Sunday Church Services or the next scheduled event, whichever comes first.
2. Is responsible for the cleanup of the curling facility on or before the Friday following the event.
 - a. This cleanup includes a thorough cleaning of the cement curling surface to accommodate the next event.
3. Event clean-up requiring a day(s) past the event date to perform the clean-up will be required to pay one (1) addition day of rental.

c. Fairgrounds (which also include) the Prairie Palace, port-a-potty(s), washrooms, the three (3) ball diamonds and animal ring

- i. All Special Event Committees and Committee of Council are responsible for cleanup of the fairgrounds on or before the Friday following the event.

The HAS is responsible to provide a Work Plan prior to the start of each season if any improvements or alterations to the Specified Areas are planned to be undertaken.

Recreational Facility Use Rules

The following rules are applicable for use of the recreational facilities where and when applicable:

2. Vehicle Management

- a. Special event's large and/or heavy vehicles are to follow the town's truck route and be kept off Lincoln Avenue;
 - i. Traffic barriers may be utilized.
- b. No vehicles are allowed to park or drive on the three (3) ball fields;

- c. Special events must have attendants at the fair grounds to direct parking, exiting and entering the fairgrounds;
 - d. Special events must have adequate designated parking for handicap and seniors.
 - i. Large signs are required.
3. Horse and Other Livestock Management
- a. No horses and other livestock are allowed on the three (3) ball fields.
 - b. Safety Requirements
 - i. Separation of public on foot, spectator vehicles and animals:
 - 1. Animal traffic must be controlled with the use of barriers, fencing, and designated areas for staging and warmup/cool down as well as safe avenues for exiting and entering the ring;
 - 2. Keep animals away from food concessions;
 - 3. Keep animals away from public walking areas.
 - c. Cleanliness Requirements
 - i. Animal bedding and droppings are to be cleaned up continuously by the participants and disposed of in an appropriate waste bin or receptacle.
 - ii. Participants are to remove all related material upon their departure from the event and either take it with them, or dispose of in an appropriate waste bin or receptacle.
4. Dust Control for Special Events
- a. The committee of the special event will be responsible for dust control within the fairgrounds up to the entrance of the fairgrounds, if required by the said committee.

Non-Compliance

In the situation where the Town has to intervene on any of the above clean-up, paragraphs B.1 through B.4 inclusive, the organizing committee will be billed \$60 per man-hour for town labor plus equipment expenses (hourly rental) and may include any contracted clean-up third party services at cost plus an additional 10% admin fee on these services (before taxes).

3.3 Financial and Statistical Reporting

The HAS shall provide the following to the Town on an annual ongoing basis:

- HAS Financial Statements as soon as completed and available
- Mission or Purpose Statement, reviewed on an annual basis to ensure that this reflects the current mandate of the committee/organization
- Annual General Meeting (AGM) Documents, this meeting must occur within three (3) months after the end of your committee/organization operating year
- Annual executive member list, a list of its executive members and their contact information (cell and email)
- HAS Budget by April, 31 (this is optional, may not be done by HAS)

ARTICLE IV KEY CONTROL

4.1 Key Holders

Keys will be provided based on approval by the Chief Administrative Officer or designate.

Keys will be signed out prior to the event/rental and all keys must be returned (signed back in) the next business day following the event. Exceptions must be approved by the Chief Administrative Officer or designate.

4.2. Loss of Keys

In the event that the HAS loses Facility keys, the cost of re-keying plus a 25% minimum administration fee will be charged back to the HAS.

4.3 Security

In the event that the Specified Areas is not adequately secured by the HAS, any resulting damages will be the responsibility of the HAS.

Key Holders are the only individuals authorized to control or use the key provided. Keys may not be assigned to others by the Key Holder.

ARTICLE V GENERAL TERMS

5.1 HAS Events and/or Programs

The HAS agrees that during the term hereof it will operate its events as a self-contained organization on the premises and will not suffer or permit its agents, employees, licenses, tenants, visitors, or others using the premises to enter upon events held in other portions of the Facility unless previously agreed to.

5.2 Health and Safety Inspections

The Town reserves the right to conduct periodic Health and Safety Inspections of the Specified Areas as part of the Town's Health and Safety Program.

Any safety concerns identified during the Health and Safety Program inspections will be provided to HAS in writing by the Town and must be addressed within the identified timeframe unless otherwise agreed to by the Town.

5.3 Capital Projects & Contractors

New capital projects/improvements on Town property must be communicated to the Town Council for approval and to establish the degree of oversight or coordination needed.

The HAS shall notify the Town of any contractors hired by HAS to perform work in the Specified Areas. The following information must be provided to the Town at least one week prior to the start of work unless otherwise approved by the CAO:

- 5.2.1 Description of work to take place
- 5.2.2 Date(s) and approximate time that work will take place
- 5.2.3 Contractor insurance certificate with the Town listed as an additional insured (min. \$2,000,000 liability)
- 5.2.4 Proof of WCB coverage (WCB number or WCB #)
- 5.2.5 All contractors must hold a Town business license.

The Town shall notify the HAS of any contractors hired by The Town to perform work in the Specified Areas if during the term of the agreement. The following information must be provided to the HAS at least one week prior to the start of work unless otherwise approved by the Town Manager:

- 5.2.6 Description of work to take place
- 5.2.7 Date(s) and approximate time that work will take place

5.4 Term of Agreement

Subject to Paragraph 5.6 (Termination) hereof, this Agreement shall remain in full force and effect for a period of one (1) season from the Effective Date hereof (hereinafter referred to as the "Term").

5.5 Renewal/Amendments

This Agreement may be altered or amended in any of its provisions or renewed with 90 (ninety) days' written notice and any such changes must be agreed by both parties hereto.

5.6 Termination

This Agreement may be terminated by either party by providing written notice to the other party of the termination, to become effective thirty (30) days following the receipt of such written notice by the other party.

5.7 Waiver

No consent or waiver by either party of any breach by the other party shall be construed to be a continuing consent or waiver to further such breaches.

5.8 Relationship of Parties

Nothing contained herein shall be construed to create the relationship where one party to this Agreement becomes the agent, partner, joint venture or other legal representative of the other party and each party acknowledges, confirms and agrees that it has no authority to assume or create any obligations whatsoever, express or implied, in the name of the other party. Each party further acknowledges, confirms and agrees that each party is solely responsible for its own affairs and undertakings including, but not limited to, contracts and employment relationships that each may respectively have with third parties from time to time.

5.9 Further Assurances

The parties hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

5.10 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (hereinafter referred to as the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

1. Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
2. By email or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - a. upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - b. at the commencement of the next ensuing business day following transmission.
3. Notices shall be provided to:

a) the Town:

Physical Address

Mailing Address, Province, Postal Code

Attention: Representative

Phone: (###) ###-####

Fax: (###) ###-####

Email: email@email.ca

b) the HAS:

Mailing Address

Attention: Representative Phone: (###) ###-####

Email: email@email.com

or to such other address as each party may from time to time direct in writing.

5.11 Headings

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

5.12 Assignment

This Agreement shall not be assignable by either party to any other person, firm or corporation without the prior written consent of the other party.

5.13 Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term and shall not be merged therein or therewith. Without restricting the generality of the foregoing in any way, the parties expressly agree that the provisions in Article II and clause 3.1 shall survive the termination or expiry of this Agreement.

5.14 Right of Entry

The Town and its authorized agents shall have the right at all reasonable times and in the event of a perceived emergency at all times to enter upon the Specified Areas to inspect and effect any required repairs, safety inspections or work to be carried out.

5.15 Emergencies

In the event of an Emergency, the Town may notify the HAS of the need to suspend use of the Specified Areas to allow use of this area to enact the Town's Emergency Management plans.

HAS must provide the Town with contact information for HAS representatives for Emergency or Facility Emergency notification purposes on an annual basis.

ARTICLE VI HOLD HARMLESS AGREEMENT

6.1 Indemnification Clause

The HAS agrees to indemnify and save harmless the Town from and against all liabilities, damages, costs, claims, suits, actions, or causes of action by any person arising from the acts or omissions of HAS employees, volunteers, servants, agents, contractors, invitees, directors or any person for whom the HAS is responsible for by law. The Town shall not be held responsible for any loss or damage to property belonging to the Town, except as arises due to the fault or negligence of the Town.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

TOWN OF HANLEY REPRESENTATIVE SIGNATURE:

Per: _____ **(Representative – Town Admin)**

Per: _____ **(Representative – Mayor or Deputy Mayor)**

HANLEY AG SOCIETY REPRESENTATIVES' SIGNATURES:

Per: _____ **Print Name:** _____ **(HAS Representative)**

Per: _____ **Print Name:** _____ **(HAS Representative)**

SIGNATURE EFFECTIVE DATE: _____



Town of Hanley

P.O. Box 270,

Hanley, SK S0G 2E0

Phone (306)544-2223 Fax (306)544-2261

Email: townahanley@sasktel.net

www.hanley.ca

FOR IMMEDIATE RELEASE

TOWN COUNCIL LOOKS FORWARD TO FUTURE ENDEAVOURS WITH THE HANLEY AGRICULTURAL SOCIETY

Hanley, SK, (May 30, 2024) – The Town of Hanley’s Council is excited for its future endeavours with the Hanley Agricultural Society. Upon reflection of past events, particularly involving last year’s rodeo, Town Council apologizes to the Agricultural Society for its approach toward the event, understanding that it should have taken a more collaborative and inclusive approach to coordinate the use of Town owned assets for this event.

“Our perspective toward the use of Town owned assets was misconstrued, and we should have taken a different approach toward the management of the grounds,” says Mayor Richard McGregor. “We understand that the approach we took has led to potential disadvantages for future events for our community, and we are working toward rectifying the situation.”

The Town is focused on developing a Memorandum of Understanding with all community groups that use Town owned assets for local events. A Memorandum of Understanding communicates the expectations for both parties which will better set up these partnerships for success and the betterment of the community. This agreement will be used for all community groups within the Town of Hanley so clear expectations are created before, during, and after a community or group event is held within the Town to avoid future conflicts.

Town council have embraced the challenges of the past as a learning opportunity. Council has decided that a focus on Hanley priorities, leadership, and collaboration will be the focus until the end of Council’s term.

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FOR IMMEDIATE RELEASE

CODE OF ETHICS INVESTIGATION CONCLUDED

Hanley, SK, (July 11, 2024) – In May 2024, the Town of Hanley’s Council initiated a Code of Ethics investigation in response to six separate complaints against a Councillor regarding their statements and strong behaviour in Council discussions about the Hanley Agricultural Society and last year’s rodeo. Council hired an external investigator, Bloom Centre for Municipal Education, to complete the investigation.

As of July 11, the investigation of the Councillor is complete. It was determined that certain complaints against the Councillor were founded, though Council and the Agricultural Society also contributed to the challenges outlined in the complaints. The investigation recommendations include the Councillor:

- Take governance training and municipal ethics training;
- Recuse from all business related to the Agricultural Society;
- Make a public written and spoken apology in a Council meeting;
- Participate in mediation opportunities; and
- Fall under the scrutiny of the investigator for a period of three months. Within such a period, if the Respondent’s behavior does not improve, there will be a suspension from Committees and pay.

The Councillor has committed to working with Council and the Agricultural Society to improve the relationships between all for the betterment of the community. The Council has committed to taking governance / team building training together to build a strong foundation for their ongoing work. All training and workshops will be provided, as required, by BLOOM CME at no additional charge.

“With the investigation complete, we are determined to work together as Council for the greater good of our community,” says Mayor Richard McGregor. “As we reflect on the investigation, we are creating a Memorandum of Understanding between the Hanley Agricultural Society and Council to establish our relationship, specifically regarding special events. We are positive that our professional relationship can only grow stronger from this situation, and we look forward to working with the Agricultural Society on future community events.”

Though last year’s rodeo had some challenges, the overall event was successful. Council and the Agricultural Society are working together to learn from past challenges and to continue bringing events to the Town.

“We enjoy collaborating with local organizations, especially when we can work together to bring these events to our community,” says Mayor McGregor. “We are taking the necessary steps to learn from last year’s rodeo and are excited to bring more events to our Town.”



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FOR IMMEDIATE RELEASE - SEPTEMBER 10, 2024

The Town of Hanley is providing an update on a recent Code of Ethics investigation involving a Town Councillor. Following a thorough review finalized on June 27, it was determined that the Councillor had breached the Town's Code of Ethics. In response, the Councillor agreed to the following sanctions:

- Complete governance and municipal ethics training.
- Recuse themselves from all business related to the Agricultural Society.
- Provide both a public written and spoken apology during a Council meeting.
- Explore mediation opportunities.
- Remain under the oversight of the investigator for a three-month period. If no improvement is demonstrated during this period, further measures, including suspension from committees and pay, will be implemented.

The Town Council and the investigator have observed that the Councillor has taken full responsibility for their actions. Their response to the imposed sanctions has been exemplary. The Councillor has willingly delivered both written and verbal apologies, recused themselves from all dealings with the Agricultural Society, and successfully completed the required training.

Following up with the complainants, it has been determined that no additional verifiable complaints related to the Councillor's role have surfaced. The investigator has concluded that some of the original complaints were unrelated to municipal business and lacked sufficient evidence to be considered valid.

With one month remaining in the probationary period, all sanctions will be lifted thereafter, provided no further issues arise. The investigator commends both the Town Council and the Councillor for addressing the matter in a proactive and professional manner. The Councillor's genuine efforts toward improvement have been noted as authentic and constructive.

To prevent future misunderstandings with community partners, the Town Council has initiated the process of developing formal memorandums of understanding (MOUs) with community groups that utilize town-owned assets. This initiative aims to strengthen the relationship between the Town and its community partners moving forward.

For further inquiries, please contact the Town of Hanley Administration Office.



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PRESS RELEASE

Town of Hanley Hosts Successful Town Forum to Foster Transparency and Community Dialogue

Hanley, SK – June 18, 2025 — On Monday, June 16th, the Town of Hanley held a community-wide Town Forum aimed at strengthening transparency and encouraging open dialogue between residents and their municipal government. The forum proved to be a tremendous success, with more than 100 residents in attendance and strong engagement throughout the evening.

Facilitated by Tim Duhamel, President of the Bloom Centre for Municipal Education, the Town Forum was designed to give residents a clear and open opportunity to ask questions, seek clarification, and better understand several important municipal matters. Topics discussed included the recent code of conduct investigation, efforts to rebuild relationships with community groups, and future plans for the agricultural recreation grounds.

Residents asked thoughtful, and at times challenging, questions—demonstrating their deep care and commitment to the community. The atmosphere remained incredibly respectful, and the event served as a powerful reflection of the pride both Council and residents share for the Town of Hanley.

“The level of engagement and sincerity from our community was inspiring,” said Deputy Mayor Hanson. “We’re grateful to everyone who took the time to attend and contribute to such a constructive conversation.”

Council was commended by attendees for its openness, honesty, and willingness to answer all questions respectfully and directly. Many members of the public expressed appreciation at the conclusion of the forum, noting how valuable the session was in promoting clarity, trust, and unity within the town.

Additional questions are welcome and can be directed to the Town Administration Office or to the forum facilitator, Tim Duhamel, President of Bloom CME.

Media Contact:

Town of Hanley Administration Office
Phone: 1-306-544-2223
Email: townahanley@sasktel.net

Tim Duhamel
President, Bloom Centre for Municipal Education
Email: tim.duhamel@bloomcme.com

Public Documentation: Agriculture Society Correspondence Summary – Names Removed for Confidentiality

Email #1:

Subject: Concluding Investigation Update

Good evening,

As you are aware, the investigation process is now concluding, with the final review of sanctions imposed on the respondent forthcoming. Please find attached a letter outlining certain concerning observations that have arisen.

If you have any questions, please do not hesitate to reach out.

Thank you.

Email #2:

Hi,

I hope you're doing well.

I will need to reach out to the CAO and Council, as the investigation information is now their property. It's important to note that due to the personal complexities of the investigation, the complaints were combined without names to protect the identities of the complainants.

I will provide the dates and details for the apologies by the end of the week. The former CAO should have informed all complainants and the Agricultural Society about the apologies, as that was the direction given during the process. You may also reach out to the town if you wish to review the report.

I would recommend we have a touch base at the end of the week by telephone to ensure that you have received everything that you need. Let me know when would be a good time to call.

Let me know if you need anything further.

Thank you.

Email #3:

Subject: Release of Information & Follow-Up Discussion

Good afternoon,

Council has approved the release of the information. Please find attached the documents that were made public.

I will prepare the remaining information and send it to you tomorrow. Additionally, I am attaching a Memorandum of Understanding that the former CAO was supposed to send to you. I had also left several messages for you, requesting a discussion with you about this matter.

I believe it would be beneficial for us to have a conversation about the process and how it could help with this situation. Please let me know when you have time for a discussion.

Looking forward to your response.

Best regards,

Email #4:

Subject: Summary of Complaints & Follow-Up on Memorandum of Understanding

Good morning,

Please find attached a one-page summary of the complaints, along with the meeting minutes that confirm the date when the individual delivered both a personal and written apology. The former CAO was responsible for inviting the complainants to the meeting.

I also want to note that I have previously sent you the Memorandum of Understanding and have requested meetings with you multiple times to discuss both the document and the process.

It appears that the approach taken so far has been to ignore correspondence, which is never a wise course of action. The MOU process is genuinely intended to consider perspectives from both sides and find solutions to fix the situation. I would like to support and assist in that effort.

I have also spoken with the town and arranged an opportunity for you to review the entire report if you wish. I highly recommend doing so, as it will provide a clear view of the thorough investigation and the fair and reasonable conclusion that was reached.

If you require any additional information, don't hesitate to reach out.

Looking forward to your response.

Email #5:

Good afternoon,

Council has approved the release of the information. Please find attached the documents that were made public.

I will prepare the remaining information and send it to you tomorrow. Additionally, I am attaching a Memorandum of Understanding that the former CAO was supposed to send to you. I had also left several messages for you, requesting a discussion with you about this matter.

I believe it would be beneficial for us to have a conversation about the process and how it could help with this situation. Please let me know when you have time for a discussion.

Looking forward to your response.

Best regards,

Email #6:

Hi,

Information should've been sent to you by the former CAO and I don't have access to that. I left a number of voicemails for you.

Let me know when you're ready to discuss the MOU and I'll be happy to support you.

Does next week work?

Thank you.

Tim

Email #8:

Hi,

I did some quick follow-up and understand that some legal information has been sent to you from the town related to the Ag Society and the grounds. If you have not received this, please let me know and I will follow up for you.

Please review the MOU and we can talk about it next week as I truly believe that will help the situation immensely.

I look forward to helping you with the situation and working through an MOU that will result in solving some of the concerns from both sides.

Thank you.

Email #9:

As previously mentioned, the information regarding [specific details] was expected to come from the former CAO, and I do not have access to it. Have you received any correspondence from the town regarding the Ag grounds?

I have left several voicemails requesting an opportunity to discuss the MOU. I would be happy to review this with you and support both you and the Agricultural Society in navigating the changes you are currently facing. Engaging in discussions about the MOU with the town, as well as the future direction of operations, would be highly beneficial to this process.

Please let me know a convenient time to connect. I look forward to assisting you in finding a path forward. I am offering to help you and the Ag Society at no cost in the review of the MOU.

Best regards,

Email #10:

Hi,

I wanted to check in to see if you've had a chance to review the MOU document I sent over. I truly believe it will make a significant difference in strengthening the relationship between the town and the Ag Society, helping to address some of the current challenges. I trust you share this correspondence with the rest of the members of the Ag Society.

Establishing clear lines of communication will be essential to improving this relationship, and I'd be happy to support you in that effort. Let me know if you have time for a discussion this week—I'd love to capture your thoughts on the MOU and incorporate any changes you feel are necessary.

Looking forward to your feedback.

Best regards,