

COMMITTEE REPORT FOR Ward 3 (name of committee)

COUNCIL MEETING DATE January 19, 2021

SUBMITTED BY Councillor Shaun Cory

I would like to report the following:

I would like to report the following:

I attended the budget meeting December 15

Discussed weed control with councillor Hatch, public works, as well as residents.

Discussed RFNow proposal with ratepayers.

Councillor Cory – Ward 3

COMMITTEE REPORT FOR WARD 3

COUNCIL MEETING DATE Tuesday January 19, 2021

SUBMITTED BY Councillor Sowiak

I would like to report the following:

Reviewed various financial reports, budget documents, statements, emails from FCM and grader reports.

Received phone calls regarding RFNow rural high speed internet. Some rural residents are very concerned that this is a high expense, that they see as more of a want than a need.

Received phone calls regarding municipal office remaining in Nesbitt. All callers are more concerned with the location of the proposed new office remaining in Nesbitt, regardless of the cost to update the office in Wawanesa.

Attended Personnel and Policy Committee meeting.

Time spent on Sipiweske Museum Board Covid grant completion.

Time spent reviewing monthly meeting minutes for the previous and current month.

COMMITTEE REPORT FOR Ward 2

COUNCIL MEETING DATE January 19, 2021

SUBMITTED BY Councillor Hargreaves

I would like to report the following:

Attended December 15th council meeting

Attended Dec 15th Finance committee meeting

Took part in Dec 15th performance evaluation with Personnel committee

Attended Jan 5th Personnel committee meeting

Fielded texted and calls regarding RFNOW project

Received an email from a rate payer regarding fundraising ideas for the Wawanesa rink

Read and responded to emails from the office.

Kept in contact with PWM

Councillor Brett Hargreaves

COMMITTEE REPORT FOR Ward 2 (name of committee)

COUNCIL MEETING DATE January 19, 2021

SUBMITTED BY Councillor Hatch

I would like to report as follows:

- Attended December Council meeting
- Had discussions with ratepayers on RFNow and Municipal Office
- Talked with Darcy on spraying
- Researched sprayer on RM mower
- Talked to Schulte industries
- Found no need to plow during Christmas

Councillor Craig Hatch

COMMITTEE REPORT FOR Ward 1 (name of committee)

COUNCIL MEETING DATE January 19, 2021

SUBMITTED BY Councillor McDonald

I would like to report as follows:

- I reviewed emails from CAO/ Staff/Head of Council and Councillors
- I attended the December council meeting
- I have reviewed the Bank Reconciliation
- I have reviewed the up-dates from the Public Works Manager
- I have attended the Valley Lodge to look over the renovation of suite and had discussions with the Secretary Treasurer and the tenants of the renovated suite
- I have attended the Glenboro Municipal office to sign Handi Van papers and cheque's
- I have had texts/ emails and conversations with rate payers regarding the local improvement letter that went out
- I have been in contact with the Lions and had correspondence from Wawanesa Mutual regarding the Wawanesa signs on PTH 2

Anything else I will bring up at meeting.

Councillor Bob McDonald

COMMITTEE REPORT FOR: WARD 1

COUNCIL MEETING DATE: January 19, 2021

SUBMITTED BY: BRETT MCGREGOR

I would like to report the following:

- Responded to emails and text messages and phone calls from ratepayers on municipal questions.
- Reviewed material for regular council meeting.
- Reviewed Rec Commission meeting material and attended meeting. Rink remains closed as per Code Red requirements.
- Reviewed bank reconciliations.
- Conducted Performance Review of CAO and provided report to Council.
- Personnel & Policy committee: Reviewed non-union employee agreement, pay administration program, Wawanesa contractor contract, revised job descriptions.
- Participated in December budget meeting.
- Reviewed material and corresponded with residents on fibre install for both rural and village areas including questions on associated Local Improvement Levy.
- Gave feedback on potential sponsorship opportunities for Westman Communications in Wawanesa.

COMMITTEE REPORT FOR HEAD OF COUNCIL

COUNCIL MEETING DATE January 19, 2021

SUBMITTED BY Dave Kreklewich

I would like to report the following:

- **Attended the Municipal office on various occasions to review matters with the CAO as well as reviewing invoices and signing cheques.**
- **Received and reviewed emails from ratepayers and Councillors.**

CHIEF ADMINISTRATIVE OFFICER'S REPORT – January 2021

Covid-19 Provincial Calls

These weekly calls continue. A new Provincial Regulation was passed to allow municipal by-law enforcement officers the ability to enforce Public Health Orders.

Property Matters

Answering enquiries with respect to development permits and subdivisions.

Animal By-law

Solicitor has reviewed the draft by-law and will submit some recommended edits in the next few weeks.

Meetings with Members of Council

Discussions continue with members of Council either in person, over the phone, or by email.

Meetings and Training

I participated in the January 5 call with the Province and Municipalities surrounding Brandon with respect to the super vaccination site at the Keystone Centre.

Personnel and Policy Committee Meeting

I prepared documentation for the January 5 Personnel and Policy Committee Meeting. Follow-up work included finalizing a new draft non-union agreement, a non-union pay administration program and a draft agreement for the Independent Contractor as well as preparation of job descriptions for the Committee's review.

Council Code of Conduct

Four members of Council have completed the required Code of Conduct training. Training must be completed by May 1, 2021.

J. Swidnicki
Chief Administrative Officer

FINANCE OFFICER'S REPORT – January 2021

- As of December 31, 2020, 96% of property taxes have been paid. The final installment of School Tax Levies will be paid at the end of January.
- The interim audit is complete. It went very well.
- I have become a member of the Canadian Association of Government Finance Officers (CAGFO) and have joined the Public Sector Accounting (PSA) volunteer Committee. The committee collaborates on emerging issues and new standards initiated by the PSAB in order to have a voice and support the CAGFO in implementing new standards.
- Calculations for the grants for the water used by the Community Pool and the Wawanesa and District Rec Centre have been calculated and letters sent out informing them of their grant amounts. The total was \$849.45.
- I updated our Tax Program so that it is now up-to-date as of the end of December with LTO/Transfer of Land information from the MMO site.
- I completed the AMM COVID 19 Impact survey.
- We received information from Assessment Services for two more Supplementary Taxes. Tax statements for the added taxes were prepared and mailed out.
- The Tax Sale process continues for the five potential tax sale properties.
- Much time was spent working on the two Borrowing By-Laws and the Schedules.
- Work on the preliminary budget for 2021 continues.
- Year end work continues.

Elaine McGregor
Finance Officer



Public Works Report
Oakland-Wawanesa Council Meeting Jan 19, 2021
Submitted by Darcy Ketsman

Public Works Ongoing

- Gravel crushing has started at the municipal pit
- Wawanesa water treatment plant UV System install slated to start for week of Feb 22
- Compiling numbers for 2021 budget
- Grader were dispatched for some minor snow removal from snow accumulations during the Christmas holidays
- Assisted rec district with hauling logs from a rural property to Wawanesa to be processed into firewood for the campground
- Data collection for asset management is ongoing

Municipal Water Wells

- No issues to report

Transfer Stations

- Oakland WTS barrier fence completed, removed old barrier fence
- Wawanesa WTS cement pile/spoil piles pushed and levelled off

Nesbitt Municipal Office/Maintenance Shed

- Cistern has a leak and losing water, filling it up once a week

Equipment

- No issues to report

Wawanesa Public works Report

Jan 13, 2021

- 29,000 gallon daily average
- water plant has no issues
- filter plant is working well
- sewage lift station has no issues
- sewage lift station was cleaned by contec
- yearly drinking water officer meeting via phone because of code red

Municipality of Oakland-Wawanese Fire Department

Call#	Date	Time	Function/Event/Practice	Location	Personel	Equipment
1	2020-01-11	16:36:00	Chimney Fire	Oakland	13	5 units
	2020-01-13	19:00:00	Equipment Checks	Fire hall	8	
	2020-01-24	19:00:00	CPR Recert	Fire hall	21	
	2020-01-28	08:00:00	Enbridge training	BDN	1	

FEB

	2020-02-03	19:00:00	Level 1	Souris		
	2020-01-04	19:00:00	First Aid	Firehall	21	
	2020-02-10	19:00:00	Level 1	Souris	5	
	2020-02-13	19:00:00	Equipment Checks	Firehall	7	
	2020-02-15	09:00:00	Level 1		5	
	2020-02-17	19:00:00	Level 1		5	
	2020-02-28	09:00:00	Ice rescue training		1	

March

2	2020-03-01	17:00:00	MVC		18	4 Units
	2020-03-02	09:00:00	Ice rescue Mutual aid	Souris	6	1 Unit
	2020-03-02	19:00:00	Level 1	Souris	5	1 Unit
	2020-03-09	19:00:00	Level 1	MESC	5	1 Unit
	2020-03-10	19:00:00	Fire training		18	
	2020-03-14	09:00:00	Level 1	Oakland	5	1 Unit
	2020-03-17	19:00:00	Fire training	Ninette	14	

April

	2020-04-04	09:00:00	Equipment Checks	Fire hall	2	
	2020-04-09		Burn Permits x 4		1	
	2020-04-11	11:00:00	Birthday drives	Oak/Wawa	5	4 Units
3	2020-04-14	07:43:00	MVC	Oakland	11	4 Units
	2020-04-18	11:00:00	Birthday drives	Oakland	6	3 Units
	2020-04-21	17:00:00	Birthday drives	Wawa	6	3 Units
4	2020-04-23	16:51:00	Grass fire	Oakland	11	5 units
5	2020-04-23	20:15:00	Grass/Bush Fire	Cornwallis	17	5 units
6	2020-04-26	17:33:00	House fire	Wawa	27	5 units
7	2020-04-26	18:40:00	Hydro pole Grass Fire	Cornwallis	5	1 Unit
8	2020-04-28	16:20:00	Hydro pole Grass Fire	Oakland	13	5 units

May

9	2020-05-02	13:54:00	hydro lines Gov't rd	Wawa	3	1 Unit
	2020-05-11	17:00:00	Control burn dump	Wawa	3	
	2020-05-13	19:00:00	Accountability training	Fire hall	10	
	2020-05-13	20:00:00	Accountability training	Fire hall	10	
	2020-05-19	19:30:00	Accountability training	Fire hall	10	
10	2020-05-20	15:18:00	Grass fire	Oakland	13	7 Units
11	2020-05-22	12:00:00	Grass fire	Oakland	4	1 Unit
12	2020-05-27	18:15:00	Grass fire	Oakland	5	2 Units
13	2020-05-30	10:23:00	False grass fire	Oakland	12	7 Units

June

14	2020-06-02	11:22:00	Tree fire	southcypress	2	1 Unit
15	2020-06-03	13:22:00	false alarm	Oakland	9	5 units
16	2020-06-05	13:52:00	resident alarm	Oakland	6	3 Units

Perry Gullett	\$700.00
Koazk Const	\$500.00
Foundation	\$5,000.00
CF Lunch	\$3,550.00
MontGomry	\$7,000.00
Green Acres	\$1,000.00
R&B Seafood	\$100.00
Fleming Bros	\$500.00

Personnel and Policy Committee
January 5, 2021
4:00 p.m.
Nesbitt Municipal Office

The members of the Personnel and Policy Committee met at the Nesbitt Municipal Office in Nesbitt, Manitoba on Tuesday, January 5, 2021 at 4:00 p.m. Members Present: Councillors Hargreaves and Sowiak. Chairman Brett McGregor presided.

Staff in attendance: Chief Administrative Officer Joni Swidnicki.

General discussion took place on the following:

Non-Union Agreement

Non-Union Pay Administration Program

Independent Contractor Agreement

Job Descriptions

Recommendations to Council (to be Considered under General Business following In-Camera Discussion)

Non-Union Agreement

BE IT RESOLVED that the 2021 Non-Union Agreement be approved.

Non-Union Pay Administration Program

BE IT RESOLVED that the Non-Union Pay Administration Program be approved for implementation in 2021.

Independent Contractor Agreement

BE IT RESOLVED that the draft Independent Contractor Agreement previously circulated for the year 2021 be presented to Drew Wilton for consideration.

CAO

From: Councillor Cory
Sent: Thursday, January 14, 2021 10:27 AM
To: CAO
Subject: Vet board report

Vet board report
Submitted by Shaun Cory
Meeting date January 19, 2012

I would like to report the following:

Vet board members were asked to vote for one of two proposals to replace flooring in clinic. We also were asked for opinions regarding the purchase of a dental machine, specifically whether to purchase a new model or a refurbished one.

Sent from my iPad

OAKLAND-WAWANESA MUNICIPALITY

BY-LAW NO. 04-2020

BEING a By-law of the Municipality of Oakland-Wawanesa to amend the Municipality of Oakland-Wawanesa Municipal Development Plan By-law No. 04-2018, as amended.

WHEREAS it is necessary to pass a By-law to amend the Municipality of Oakland-Wawanesa Municipal Development Plan;

AND WHEREAS Section 56(1) of The Planning Act provides that a Development Plan may be amended;

NOW THEREFORE the Council of the Municipality of Oakland-Wawanesa enacts as follows:

1. **PART 6.0 Maps: Municipal Overview Map 1 of the Municipality of Oakland-Wawanesa Municipal Development Plan** is hereby amended as follows:

An area of land generally described as lying immediately south of the Assiniboine River and north of P.R. No. 340 more particularly described as being Pt. SW ¼ Sec. 36-8-17 located in the extreme northeast corner of the Municipality of Oakland-Wawanesa as shown outlined in a heavy broken line on the map attached hereto and marked as Schedule "A" is hereby re-designated:

FROM: CONSERVATION AND RECREATION AREA

TO: AGRICULTURE GENERAL AREA

On said Map 1.

DONE AND PASSED by the Council of the Municipality of Oakland-Wawanesa in meeting duly assembled at Nesbitt, Manitoba, this ____ day of _____ A.D. 2020.

Head of Council

Chief Administrative Officer

Read a first time this 21st day of August, A.D. 2020.

Read a second time this 18th day of August, A.D. 2020.

Read a third time this _____ day of _____, A.D. 2021.



Schedule "A"

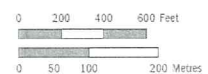
Attached to By-law No. 04-2020 of the Municipality of Oakland-Wawanesa amending Policy Map 1 of By-law 04-2018 being the Municipality of Oakland-Wawanesa Development Plan

Pt. 36-08-17 WPM
That portion which lies
south of Assiniboine River



Limit of area affected

From: Conservation and Recreation
 To: Agriculture General



Date: 2020-06-22

Manitoba
 Department of Municipal Relations
 Community Planning



MINISTER
OF MUNICIPAL RELATIONS

Room 317
Legislative Building
Winnipeg, Manitoba CANADA
R3C 0V8

December 15, 2020

His Worship Dave Kreklewich
Oakland-Wawanesa Municipality
HofC.Kreklewich@oaklandwawanesa.ca

Dear Mayor Kreklewich:

Oakland-Wawanesa Municipality Development Plan By-law No. 04-2020

I am pleased to advise that the above-noted By-law has been approved pursuant to clause 51(1)(a) of *The Planning Act*.

I am returning the approved copy of By-law No. 04-2020 to your office for your records. The By-law will come into full force and effect upon third reading, in accordance with Section 52 of *The Planning Act*.

Please ensure that the Municipality of Oakland-Wawanesa sends me a certified electronic copy of By-law No. 04-2020 following third reading. Please send my copy of the By-law in care of the Brandon Community Planning Branch office at brandoncrp@gov.mb.ca.

I would like to congratulate the Municipality of Oakland-Wawanesa on its planning efforts and wish you continued success in the future development of your municipality.

Warmest regards,

A handwritten signature in black ink, appearing to read "R. Squires", written over a faint, stylized graphic of a signature.

Honourable Rochelle Squires
Minister

Enclosure

- c. Joni Swidnicki – CAO, Oakland-Wawanesa
Sharla Dillabough - Regional Manager, Municipal Relations

OAKLAND-WAWANESA MUNICIPALITY

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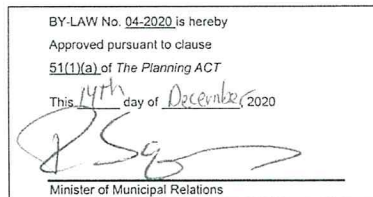
DONE AND PASSED by the Council of the Municipality of Oakland-Wawanesa in meeting duly assembled at Nesbitt, Manitoba, this ____ day of _____ A.D. 2020.

"Dave Kreklewich"

Head of Council

"Joni Swidnicki"

Chief Administrative Officer



READ A FIRST TIME THIS 21 DAY OF July, A.D. 2020.

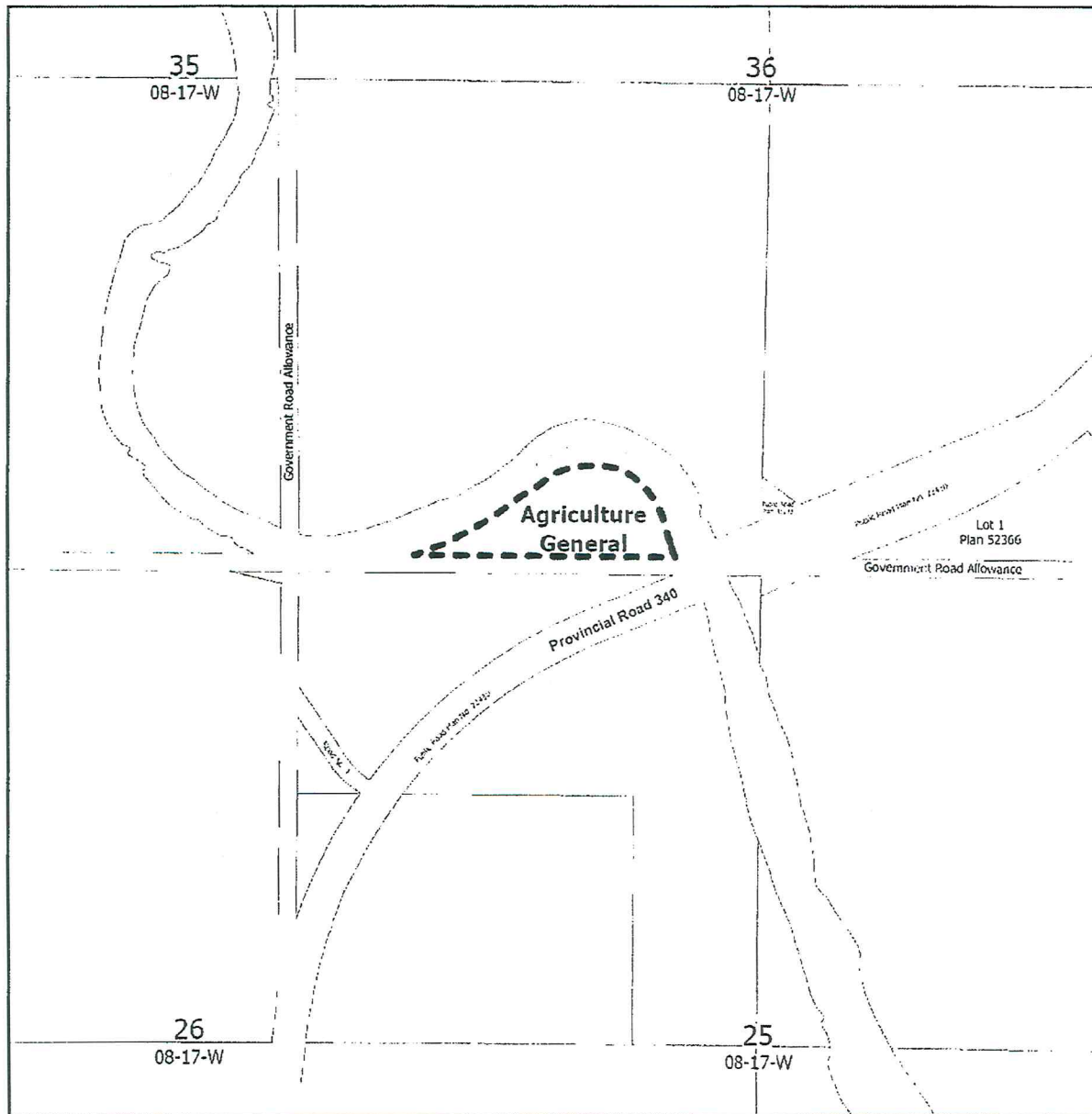
READ A SECOND TIME THIS 18 DAY OF August, A.D. 2020.

READ A THIRD TIME THIS ____ DAY OF _____, A.D. 2020.

I, Joni Swidnicki, Chief Administrative Officer for the Municipality of Oakland Wawanesa do hereby certify the within to be a true and correct copy of By-law No. 04-2020 after 2nd Reading, of which it purports to be a copy.

Dated this 20th day of August, 2020.


J. Swidnicki, CAO



Schedule "A"

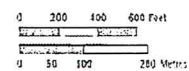
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Pt. 36-08-17 WPM
That portion which lies south of Assiniboine River



Limit of area affected

From: Conservation and Recreation
To: Agriculture General



Date: 2020-05-22

Manitoba
Department of Agriculture and Forestry
Community Planning

Municipality of Oakland-Wawanesa

By-Law No. 08-2020

BEING a by-law of the Municipality of Oakland-Wawanesa to prescribe fees and charges for Municipal Services.

WHEREAS in accordance with Section 232 (2)(d) of *The Municipal Act*, a municipality may, in a by-law, establish fees or other charges for services, activities or things provided or done by the Municipality.

AND WHEREAS it is deemed necessary and expedient to include in one by-law, the fees and charges payable to the Municipality for various services and activities provided by the Municipality of Oakland Wawanesa.

NOW THEREFORE the Council of the Municipality of Oakland-Wawanesa duly assembled, enacts as follows:

1. THAT this by-law shall be known as the Fees and Charges By-Law.
2. THAT the fees and charges payable to the Municipality of Oakland-Wawanesa shall be set out in the following schedules attached hereto and replace any other fees charged in any Municipal By-Laws:

Schedule "A"	Finance and Administration Fees
Schedule "B"	Trailer License Fees – effective February 1, 2021
Schedule "C"	Building/Planning/Zoning/Property Fees
Schedule "D"	Transportation Services Fees
Schedule "E"	Animal Control By-Law Fees
Schedule "F"	Utility Fees
3. THAT the rates set out in the attached Schedules shall come into effect on date of passage unless otherwise stated.
4. THAT any unpaid fee for charges owed to the Municipality by any taxpayer, *as outlined under Corporate Powers and Fire Protection Services in The Municipal Act* may be added to taxes of the said tax payer and may be collected or enforced in the same manner as a tax as defined by *The Municipal Act*.
5. THAT Council may from time to time amend the schedules attached to this by-law as necessary.
6. THAT amending by-laws be prepared for the following by-laws to remove therefrom any fees and charges:

Oakland Mobile Home Park By-Law #952

Oakland Aggregate By-Law #1266

7. THAT the following by-laws be and are hereby repealed:

Oakland Planning Fee By-Law #1267

Oakland Tax Certificate Fee By-Law #04/15

Wawanesa Water and Sewer Connection By-Law # 376

Wawanesa Tax Certificate Fee By-Law #458

DONE AND PASSED by the Council of the Municipality of Oakland-Wawanesa duly assembled
this ____ day of _____ 2021.

Dave Kreklewich
Head of Council

Joni Swidnicki
Chief Administrative Officer

Read a first time this 15th day of December, 2020.

Read a second time this ____ day of _____, 2021.

Read a third time this ____ day of _____, 2021 .

Schedule "A" to By-Law No. 08-2020

FINANCE AND ADMINISTRATION FEES SCHEDULE

Tax Certificate	\$50.00
Sale of Maps	\$40.00
Sale of Service – Photocopying (per page – B & W)	\$ 0.25
Sale of Service – Photocopying (per page – Color)	\$ 0.50
Returned Payments (NSF)	\$40.00
Admin Fee for Tax Sale Properties	\$50.00
Tax Sale Costs	Actual costs
Interest on Past Due Taxes	1.25% per month
Interest on Past Due Accounts/Receivable	1.25% per month
Key Charges Hayfield Well	\$25.00
Key Charges Treesbank Well	\$25.00
Raffle/Lottery Licenses	1.00% of prize value, minimum \$5.00

Schedule "B" to By-Law No. 08-2020

LICENSE FEES SCHEDULE

License Fee Payable Per Month Per Trailer

Year	Monthly Fee
2021	20.00
2022	25.00
2023	30.00
2024	35.00
2025	40.00

Schedule "C" to By-Law No. 08-2020

BUILDING/PLANNING/ZONING/ PROPERTY FEES SCHEDULE

Development Permit	\$ 100.00
Conditional Use Application	\$ 250.00
Variation Application	\$ 250.00
Minor Variation Application	\$ 50.00
Zoning Amendments	\$1,000.00
Development Plan Amendments	\$1,000.00
Add a Mobile Home	\$ 80.00
Add an RTM	\$ 150.00
Demolition Permit	\$ 0.00
Right of Way/Road Closure	costs

Where for any reason a permit is not obtained before the commencement of the work for which the permit is required, the permit is twice the amount prescribed.

Schedule "D" to By-Law No. 08-2020

TRANSPORTATION SERVICES FEES SCHEDULE

Dust Control	\$ 25.00 per application plus costs
Shingles	\$100.00 per house load
	\$30.00 per load for smaller load
Sale of Salvage	\$ 5.00 for used blades, other salvage by tender/bid
Application for Tile Drainage	\$500.00 plus costs
Application for Tile Drainage - Minor	\$ 100.00 plus costs
Aggregate Hauling License	\$ 100.00 plus transport fees as setout by MB Regulation 48/97

Schedule "E" to By-Law No. 08-2020

ANIMAL BY-LAW FEES SCHEDULE

FEES AND IMPOUNDMENT RATES

Cat Traps

For each cat trap – deposit	\$25.00
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Impound Fees

For any dog, cat or other animal that was apprehended running at large or that was for any other reason, impounded by the animal control officer:

For first impoundment, flat fee:	\$40.00
For each day of impoundment, add	\$30.00

For second impoundment, flat fee (if it occurs within 12 months of the first impoundment)	\$80.00
For each day of impoundment, add	\$30.00

Voluntary Impoundment	
For each day of impoundment	\$30.00

Schedule "F" to By-Law No. 08-2020

UTILITY FEES SCHEDULE

Connection and Disconnect water (at owners' request) \$50.00

For connection to the Wawanesa sewer and water system with 10% increases/year

Municipality will:

- supply materials required for new service connection from the water and sewer mains to the property line up to a maximum of 40m;
- supply and install the water meter;
- make the final connection to the water main

2021	2022	2023	2024	2025
\$1,350.00	\$1,485.00	\$1,633.50	\$1,796.85	\$1,976.54

All other costs to be at the owner's expense.

Amended Schedule "C" to By-Law No. 08-2020

BUILDING/PLANNING/ZONING/ PROPERTY FEES SCHEDULE

Minor Development Permit (not requiring building permit)	\$50.00
Development Permit (requiring a building permit)	\$ 100.00
Conditional Use Application	\$ 250.00
Variation Application	\$ 250.00
Minor Variation Application	\$ 50.00
Zoning Amendments	\$1,000.00
Development Plan Amendments	\$1,000.00
Add a Mobile Home	\$ 80.00
Add an RTM	\$ 150.00
Demolition Permit	\$ 0.00
Right of Way/Road Closure	costs

Where for any reason a permit is not obtained before the commencement of the work for which the permit is required, the permit is twice the amount prescribed.

CAO

From: Roy Worbets <royworbets@hotmail.com>
Sent: Monday, January 4, 2021 9:40 AM
To: CAO
Subject: Fees and Charges By-law

Good Morning Ms. Swidnicki,

I hope you had a wonderful Christmas and New Year.

I received one week before Christmas a letter from you in regards to Fees and Charges By-law in regards to a property we own in your RM. I am specifically concerned about Schedule "B" as it applies to our situation. It seems to be excessive to increase your fees 100% when we as property owners are restricted, by the Manitoba Government, to only increase our rent 1-2 % per year. The rationale of being since 1971 shouldn't permit your RM of penalizing us for their oversight. If we were allowed to pass this increase onto our tenants, there would be an uprising, because of the Manitoba Government guidelines. How, in your position as Chief Administrative Officer, allow this to happen.

We are attempting to provide affordable housing for those residents that can afford our rents, and then you come along during Christmas and Covid-19 and submit your Fees and Charges By-law? It seems that your RM doesn't care for the well fair of the residents of Brandon Hills Estates MHPark. We are responsible for water, septic, road upkeep and maintenance and we don't rely on the RM for any of these concerns going forward. I truly hope that you have some influence in the decision making process or is it a done deal Ms. Swidnicki.

Please stay safe and healthy during this time.

Later Roy

MUNICIPALITY OF OAKLAND-WAWANESA

BY-LAW NO. 03-2021

Being a by-law to amend Procedure By-law No. 06-18.

WHEREAS Section 149(1) of The Municipal Act provides that a council must establish by by-law rules of procedure and review the by-law at least once during the term of office.

AND WHEREAS it has been determined that an amendment to the Procedure By-law is required

THEREFORE BE IT RESOLVED that the council of the Municipality of Oakland-Wawanesa, in open meeting assembled, enacts as follows:

1. That Subsection 3.3 be amended by deleting therefrom the words: "Nesbitt Hall, 39 Chesley Street, Nesbitt, MB" and replacing therefor the words: "Fire Department Training Room, 313 Main Street, Wawanesa, MB".

DONE AND PASSED as a by-law of the Municipality of Oakland-Wawanesa this day of , 2021.

Dave Kreklewich
Head of Council

Joni Swidnicki
Chief Administrative Officer

Read a first time this day of , 2021.

Read a second time this day of , 2021.

Read a third time this day of , 2021.

Municipal Relations

Brandon Community Planning Branch
Unit 1B - 2010 Currie Blvd
Brandon MB R7B-4E7
T 204-726-6267 F 204-726-7499
BrandonCRP@gov.mb.ca

January 14, 2021

Our File: 14-2-157-2021-0007

Municipality of Oakland-Wawanesa
Attn: Joni Swidnicki, CAO
54 Main Street
Box 28
Nesbitt, MB R0K 1P0

Re: Municipality of Oakland-Wawanesa Zoning Bylaw No. 04-2019
Amendment No. 04-2021

Please find attached the Municipality of Oakland-Wawanesa Zoning Amendment No. 04-2021, to amend the Rural Municipality of Oakland-Wawanesa Zoning Bylaw No. 04-2019.

This map amendment proposes to re-zone an area of land generally described as lying immediately south of the Assiniboine River and north of P.R. No. 340 more particularly described as being Pt. SW ¼ Sec. 36-8-17 located in the extreme northeast corner of the Municipality of Oakland-Wawanesa.

Please provide the Brandon Community Planning office with a copy of council's resolution granting the bylaw first reading, the finalized bylaw public notice and a signed copy of the bylaw in a form reflecting first reading. A copy of this information is included with the zoning amendment when our office circulates it for provincial review following first reading of the bylaw.

Between first and second reading of a zoning bylaw, council must hold a public hearing. If there are no local or provincial objections raised at the required public hearing, council may choose to give the bylaw second and third reading after it closes the hearing. If objections are made orally or in writing at the hearing and council gives the bylaw second reading with outstanding objections, it must provide written notice of the bylaw having received second reading to objectors. This is outlined in section 77(3) and (4) of *The Planning Act*. If council receives several objections, as identified in 77(5), and meets the definition of sufficient objections under the Act (73.1(1-4)), council must then issue notice of second reading. If sufficient objections are received in response to notice of second reading, council must then refer the bylaw and objections to the Municipal Board.

Please refer to Appendix A for information concerning notice and advertising requirements for zoning amendments. Following third reading, a signed certified copy of adopted Bylaw No. 04-2021 and minutes from the public hearing must be sent to BrandonCRP@gov.mb.ca

If you have any questions please contact 204-726-6267, or BrandonCRP@gov.mb.ca.

Sincerely,

Brandon Community Planning

Appendix A: Extract from The Planning Act pertaining to zoning amendment notice and advertising requirements

Notice re planning districts, development plans and zoning by-laws

168(1) Notice of any the following hearings must be given in accordance with this section:

- (a) a hearing on the establishment of a planning district under subsection 16(3);
- (b) a hearing on the alteration or dissolution of a planning district or the amalgamation of planning districts under section 27 or 28;
- (c) a hearing on the adoption of a development plan by-law under subsection 46(1);
- (d) a hearing on the adoption of a zoning by-law or a secondary plan by-law under subsection 74(1).

Publication requirements

168(2) Notice of the hearing must be given by

- (a) publishing notice of the hearing in a newspaper with a general circulation in the applicable planning district or municipality on two occasions at least six days apart, during the period beginning 40 days before the hearing and ending seven days before the hearing; or
- (b) when there is no newspaper with a general circulation in the area, posting a copy of the notice of hearing in the office of the applicable planning district or municipality and at least two other public places in the district or municipality at least 14 days before the hearing.

Required notice

168(3) At least 27 days before the hearing, a copy of the notice of the hearing must be sent

- (a) to the applicant, if there is one;
- (b) to the minister;
- (c) to all adjacent planning districts and municipalities;
- (d) when the hearing is held by the council of a municipality that is part of a planning district, to that planning district and all other municipalities in the district; and
- (e) when the hearing is held by the board of a planning district, to all municipalities in the district.

Notice to affected property owners

168(4) If the hearing is held to consider an amendment to a by-law that would affect a specific property,

- (a) a copy of the notice of hearing must be sent at least 14 days before the hearing to the owner of the affected property, and every owner of property located within 100 metres of the affected property; or
- (b) where the affected property is not remote or inaccessible, a copy of the notice of hearing must be posted on the affected property in accordance with section 170.

THE MUNICIPALITY OF OAKLAND-WAWANESA

BY-LAW NO. 04-2021

BEING a By-law of the Municipality of Oakland-Wawanesa to amend The Municipality of Oakland-Wawanesa Zoning By-law No. 04-2019, as amended

WHEREAS Section 80 of The Planning Act provides that a zoning by-law may be amended;

NOW THEREFORE the Council of Oakland-Wawanesa Municipality, in meeting duly assembled, enacts as follows:

1. Zoning Map 1 of The Municipality of Oakland-Wawanesa Municipal Zoning By-law is hereby amended as follows:

An area of land generally described as lying immediately south of the Assiniboine River and north of P.R. No. 340 more particularly described as being Pt. SW ¼ Sec. 36-8-17 located in the extreme northeast corner of the Municipality of Oakland-Wawanesa as shown outlined in a heavy broken line on the map attached hereto and marked as Schedule "A" is hereby re-zoned:

FROM: CONSERVATION AND RECREATION ZONE

TO: AGRICULTURE GENERAL ZONE

On said Map 1.

DONE AND PASSED by Council in meeting duly assembled at _____,
Manitoba, this ____ day of _____ A.D. 2021.

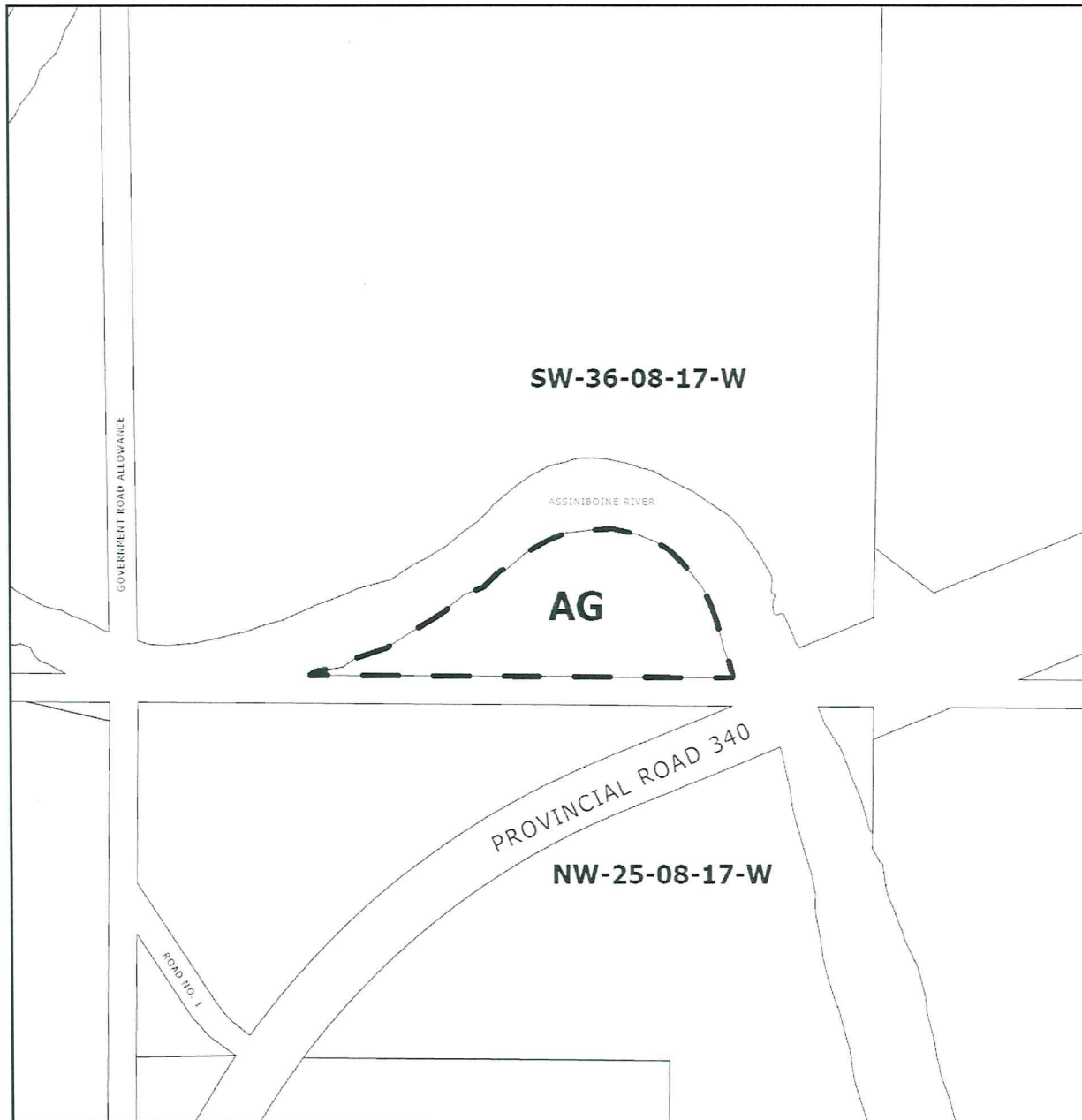
Head of Council

Chief Administrative Officer

READ A FIRST TIME THIS 19TH DAY OF JANUARY, A.D. 2021.

READ A SECOND TIME THIS _____ DAY OF _____, A.D. 2021.

READ A THIRD TIME THIS _____ DAY OF _____, A.D. 2021.



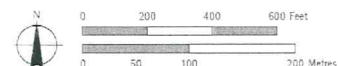
Schedule "A"

Attached to By-law No. 04-2021 of the Municipality of Oakland-Wawanesa amending Zoning Map 1 of By-law 04-2019 being the Oakland-Wawanesa Municipal Zoning By-Law

Pt. 36-08-17 WPM
That portion which lies
south of Assiniboine River

 Limit of Area Affected

From: "CR" Conservation and Recreation Zone
 To: "AG" Agriculture General Zone



Date: 2021-01-14

Manitoba
 Department of Municipal Relations
 Community Planning

This Agreement made in duplicate this _____ day of _____, 2021;

Between

the Municipality of Oakland-Wawanesa
(hereinafter referred to as "Municipality")

and

RFNow Inc.
(hereinafter referred to as "RFNow")

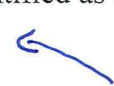
WHEREAS reliable, quality connectivity and high-speed internet is essential for families and businesses in the community;

AND WHEREAS RFNow has the capability to provide fibre optic service to all households and businesses within the rural area of Oakland-Wawanesa, subject to a financial contribution from the Municipality;

AND WHEREAS the Municipality can raise the amount of the contribution through a Local Improvement Plan;

AND WHEREAS the Council of the Municipality authorized the preparation of said Local Improvement Program subject to entering into an agreement with RFNow outlining installation maps, timelines and payment schedule;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the mutual covenants herein contained the Parties agree as follows:

1. RFNow proposes an installation process as outlined on the attached map identified as Schedule "A"; **FINAL TO BE PROVIDED AT COUNCIL MTC.** 
2. RFNow proposes an installation timeline as outlined on the attached Schedule "B"; **AS ABOVE**
3. RFNow will be responsible for all three (3) year client service contracts with customers, which guarantees a set service rate for all three (3) years and includes free installation;
4. Within the first year of this agreement, RFNow agrees to reimburse or credit existing rural RFNow customers the installation costs already paid;
5. RFNow will be responsible for annual operation and maintenance of the fibre optics;
6. The Municipality will make three (3) equal annual payments of Sixty-Six Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$66,666.67), representing the total agreed upon contribution of Two Hundred Thousand Dollars (\$200,000.00);
7. The Municipality will make said payments on December 31 in each of the years 2021, 2022, and 2023, following confirmation of installations as outlined in Schedule "B";

8. Failure to meet the installation timelines outlined in Schedule "B" will result in postponement of payment from the Municipality until such installations are complete;
9. Early completion of the installations outlined in Schedule "B" will result in early payment of that year's payment from the Municipality;
10. RFNow agrees to save harmless the Municipality for any loss, damage or claim resulting from the installation, or lack thereof, of the fibre optic service.
11. This agreement shall be effective from the 1st day of January 2021 until December 31, 2023 notwithstanding that it is physically executed on the days indicated below and shall remain in effect until the earlier of the following events, namely:
 - a) Early completion of the installations outlined in Schedule "B";
 - b) Expiration of the agreement; or
 - b) Further amendment or revision of this agreement;

IN WITNESS WHEREOF the parties hereto have set their corporate seals, attested by the hands of their proper officers in that behalf.

Dated on this _____ day of _____, 2021.

Signed on behalf of the parties thereto:

RFNow Inc.

Municipality of Oakland-Wawanesa

(AUTHORIZED SIGNATURE)

HEAD OF COUNCIL

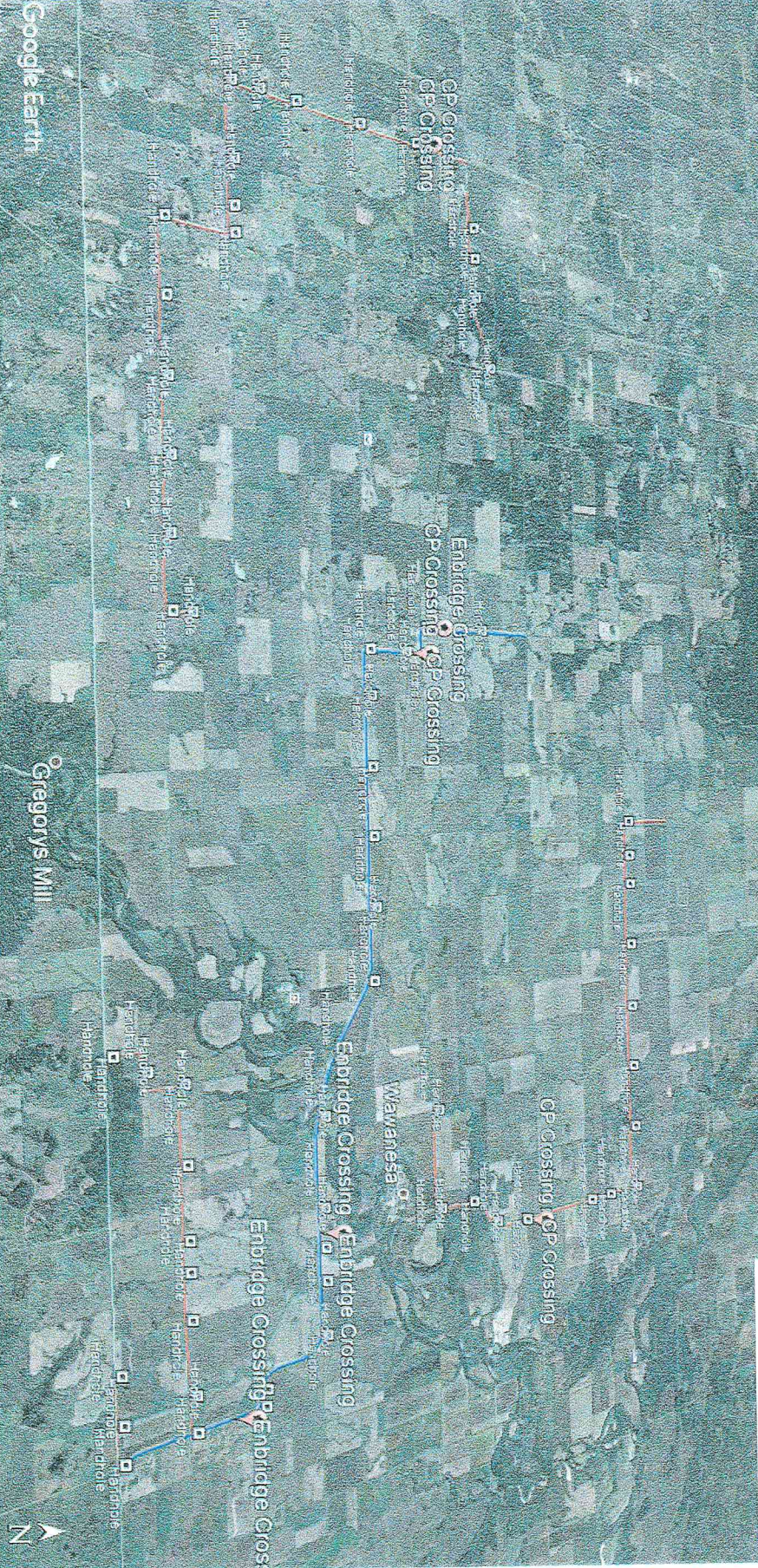
(WITNESS)

CHIEF ADMINISTRATIVE OFFICER

Wawanesa Oakland path plan

Write a description for your map

- Legend**
- 1201
 - 7201
 - Canill Limited
 - Feature 1
 - Green Acres Colony
 - Handhole
 - Pipestone 1
 - River Crossing Guest House
 - Wawanesa Personal Care Home Inc



RM Approval

RM of Wawanesa/Oakland Project
RFNow

Legend

- Existing Fibre Path
- Proposed Fibre Path

Offset of Fibre distribution and Handhole Vaults are 3m from adjacent property line within ROW
Cable to be installed at a depth of 1m along ROW, 1.5m under road crossings and 2m under all wetlands and water runs.
We will horizontally bore all driveways respectfully.
Conduit (38mm) installed with trenchless method
Distribution fiber direct buried method
1m separation vertical or horizontal around existing underground utilities.
Marker posts 5 per km or at each Handhole vault
Location of proposed path is approximate and not a perfect scale on PDF drawings

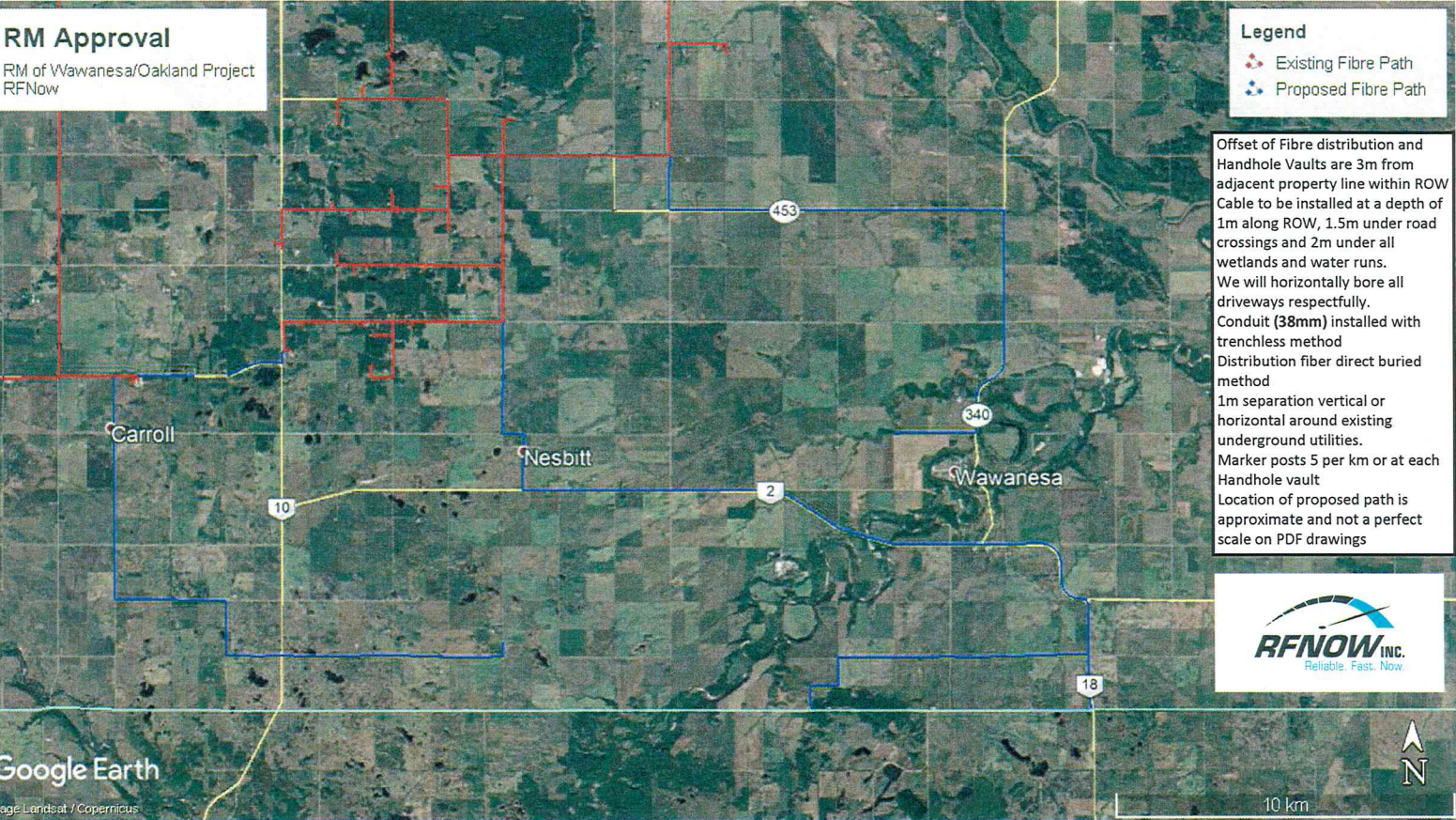


Google Earth

Image Landsat / Copernicus



10 km



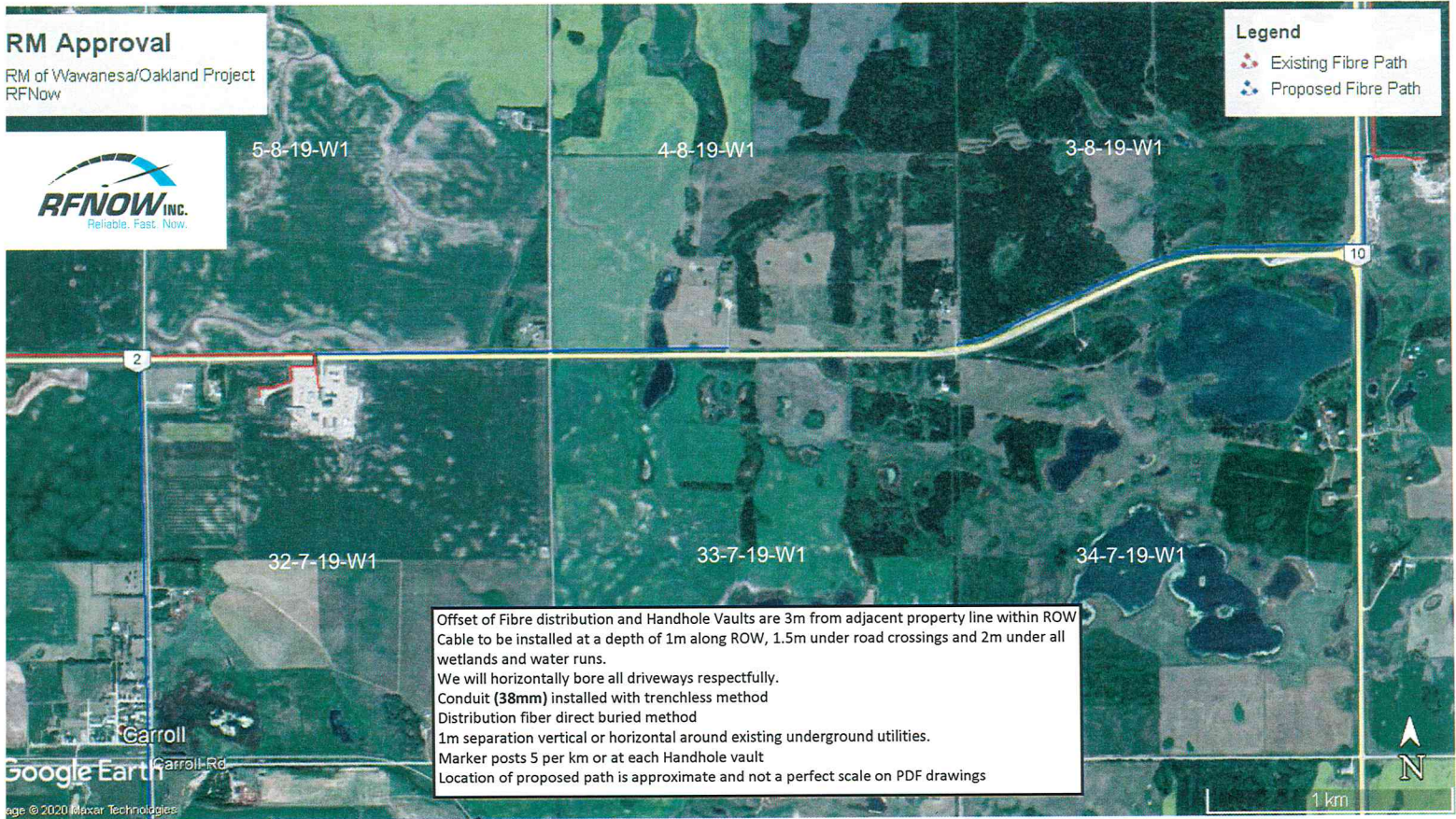
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2 km

Google Earth

Image © 2020 Maxar Technologies

30-7-19-W1

29-7-19-W1

19-7-19-W1

20-7-19-W1

18-7-19-W1

17-7-19-W1

16-7-19-W1

15-7-19-W1

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16-7-19-W1

15-7-19-W1

10

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9-7-19-W1

10-7-19-W1

11-7-19-W1

12-7-19-W1

7-7-18-W1

4-7-19-W1
Google Earth

3-7-19-W1

2-7-19-W1

1-7-19-W1

6-7-18-W1

2 km



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12-7-18-W1

7-7-18-W1

8-7-18-W1

346

1-7-19-W1

6-7-18-W1

5-7-18-W1

Google Earth

Image © 2020 Maxar Technologies

Minnewaka Rd



1 km

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Google Earth

Image © 2020 Maxar Technologies

5-8-18-W1

4-8-18-W1

32-7-18-W1

33-7-18-W1

Nesbitt

29-7-18-W1

28-7-18-W1

27-7-18-W1

2 km



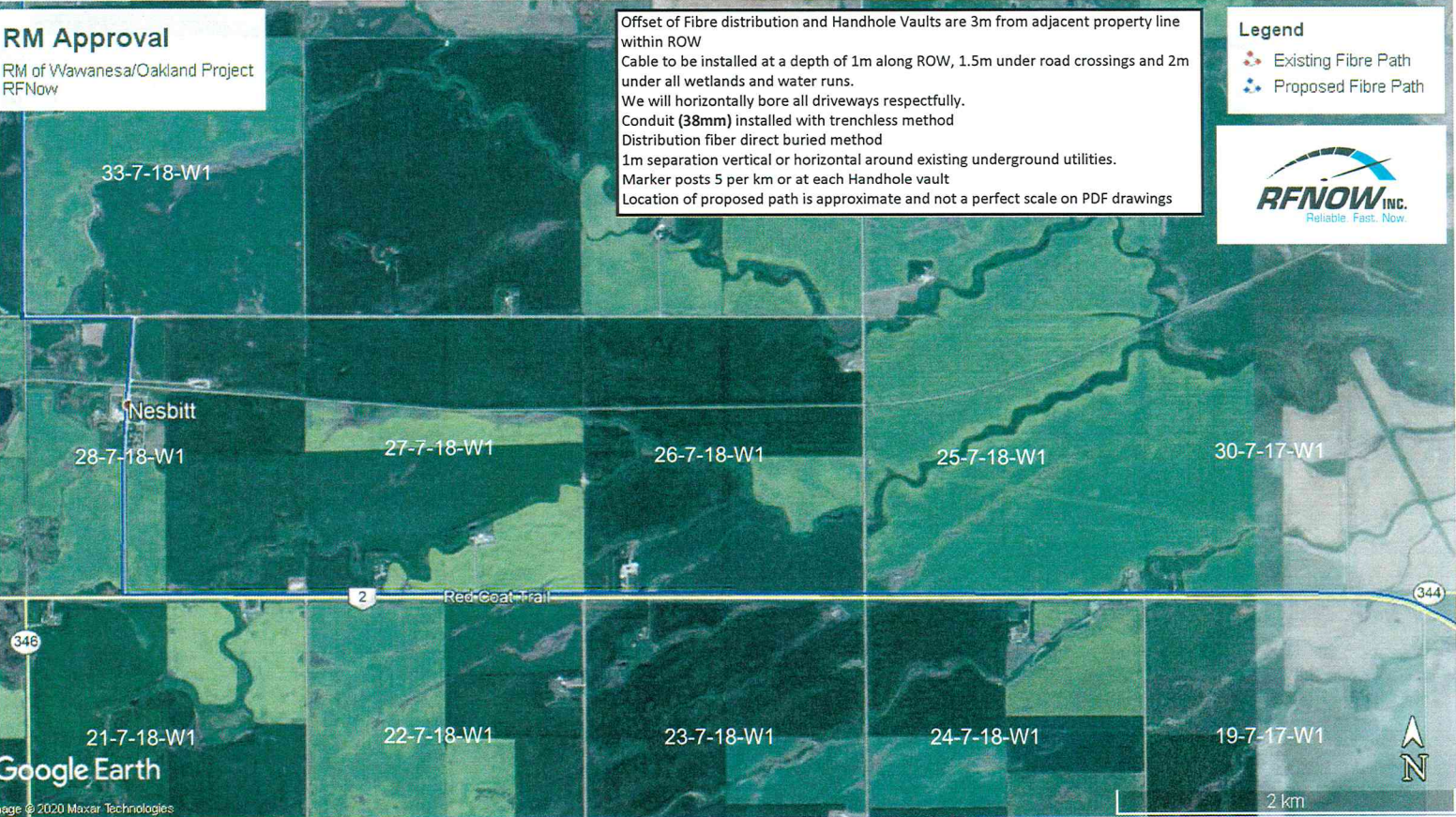
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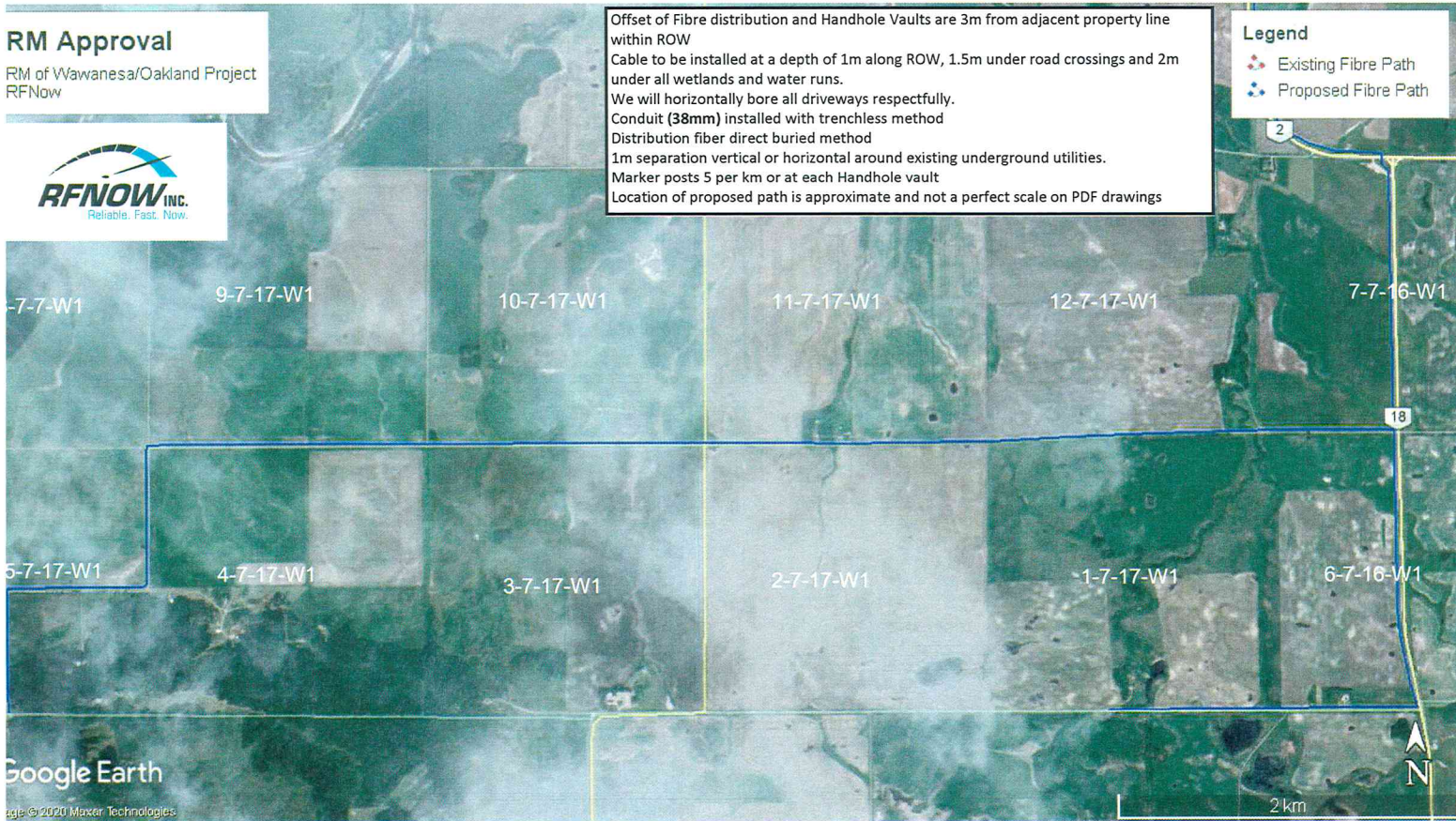
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RM Approval

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25-8-18-W1

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24-8-18-W1

Rounthwaite

19-8-17-W1

20-8-17-W1

453

13-8-18-W1

18-8-17-W1

17-8-17-W1

1 km



Google Earth

Image ©2020 Maxar Technologies



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2 km

Google Earth

Image © 2020 Maxar Technologies





December 29, 2020

Cooper Rankin Architecture Inc.
103-7 Evergreen Place
Winnipeg, MB R3L 2T3

E-mail: todd@cooperrankin.ca

Attention: Todd Chernomas

Re: Hazardous Building Materials Assessment Proposal
Oakland-Wawanesa Municipal Office, 106 4th Street, Wawanesa, Manitoba
Pinchin File: 286465

Pinchin Ltd. (Pinchin) is pleased to provide this proposal to Cooper Rankin Architecture Inc. (Client) to complete an assessment for hazardous building materials at Oakland-Wawanesa Municipal Office, 106 4th Street, Wawanesa, Manitoba.

The objective of the assessment is to identify specified hazardous building materials in preparation for building renovation. The assessment will provide sufficient detail to allow for the preparation of specifications for removal of these materials.

The extent of the assessment includes all accessible areas of the building as identified on Cooper Rankin Architecture Drawing A.101 provided to Pinchin Ltd. On December 28, 2020.

1.0 SCOPE OF ASSESSMENT

The assessment is being performed to establish the location and type of Hazardous Building Materials incorporated in the structure(s) and its finishes. For the purpose of this proposal (and subsequent work), Hazardous Building Materials are defined as follows:

- Asbestos
- Lead
- Mercury
- Silica (free crystalline silica)
- Polychlorinated Biphenyls (PCB's)
- Mould or microbial contamination (visible growth only)

The detailed methodology for the assessment is provided in the attached Appendix I.



2.0 SCHEDULE

The report will be issued within approximately 15 working days from start of fieldwork.

The assessment is to be performed during normal working hours. Premium time (weekends and nights) is not included.

3.0 DELIVERABLES

The report will detail the findings of our assessment and any relevant recommendations. Drawings, photographs and laboratory analytical certificates will be included as appendices.

We will email a PDF copy of the entire report, and will mail a hard copy of the report if requested.

4.0 COST ESTIMATE AND PAYMENT SCHEDULE

The following is our fee to perform the assessment.

Pinchin Professional Fees (Consulting Fees)	Fees
Assessment	\$1,580.00
Analytical Costs	
Asbestos Bulk Samples, allow 50 sample phases @ \$35.00 each	\$1,750.00
Lead Paint Samples, allow 7 samples @ \$35.00 each	\$245.00
PCB Bulk Samples, allow 3 sample phases @ \$100.00 each	\$300.00
Disbursements	
Disbursements	\$115.00
Total (applicable taxes not included)	\$3,990.00

Please note that in accordance with Pinchin's corporate policy, we will require a retainer for the above-noted scope of work in the amount of \$4,189.50 [100%] in order for the project to commence. Thereafter, invoices will be issued monthly as work progresses. A final invoice will be issued upon submission of the draft report to the Client. The Client will notify Pinchin within 10 business days of receipt of invoice of any dispute with the invoice, and the Client and Pinchin agree to promptly resolve any disputed items. Payment on undisputed invoices or undisputed portions of disputed invoices, is due within 30 days of receipt of invoice.

Payments to Pinchin can be made by Electronic Fund Transfer (EFT) via a commercial bank account, by Wire, or by cheque made payable to **Pinchin Ltd.** If paying by EFT or Wire, please email accountsreceivable@pinchin.com the remittance advice or deposit confirmation that references the Company name, Pinchin project number, and Pinchin invoice number (if applicable) so payments can be



allocated appropriately. Please note, Pinchin does not accept Interac e-transfers (e-mail money transfers) from personal bank accounts.

We request the following assistance:

1. As built drawings and specifications if available and details regarding the planned renovation or construction.
2. Previous environmental reports. Written reliance may be necessary if Pinchin is asked to rely on previous findings and conclusions.
3. Unimpeded access to all areas we are required to investigate on the day of the assessment (will require provision of keys or security/maintenance escort).
4. Hard copies of small scale (i.e., 8.5" x 11", 11" x 17") up-to-date plans of the space scheduled for renovation, and soft copies in AutoCAD if available.
5. Ladders or lifts of sufficient height to reach ceilings and ceiling spaces where required to investigate.

5.0 TERMS AND LIMITATIONS

The proposed work is offered subject to the Terms and Conditions given in the attached Authorization to Proceed, Limitation of Liability and Terms of Engagement, the project methodology, and this proposal.

At the time this proposal was prepared, the ongoing pandemic and various government directives could impact the ability of Pinchin to conduct the project and the ability of the Client to provide access to the project site at any time with no notice. Should a work stoppage be necessary, this will be considered a force majeure event, and no liability will accrue to either party as a result of the work stoppage. Pinchin will provide Client with an invoice for all work performed to date, including any necessary reasonable demobilization costs, and Client agrees to pay such invoice according to the payment terms of the contract or sooner as mutually agreed.

6.0 CLOSURE

Thank you for the opportunity to provide this proposal. Please sign and email back the enclosed Authorization to Proceed, Limitation of Liability and Terms of Engagement contract form in order to confirm your acceptance of the proposal. Should you have any questions or concerns regarding the contents of this proposal, please contact the undersigned.

Yours truly,

Pinchin Ltd.



Prepared by:

Chris Smithson, C.E.T.
Project Manager
204.452.0983 ext. 2245
csmithson@pinchin.com

Reviewed by:

Rodney Legault, C.E.T., EP
Operations Manager
204.452.0983 ext. 2251
rlegault@pinchin.com

Encl.: Appendix I – Methodology

Appendix II – Authorization to Proceed, Limitation of Liability and Terms of Engagement

\\pinchin.com\wpj\Job\286000s\0286465.000 CooperRankin.106.4th.HAZ.ASMT\Contract Admin\286465 Proposal Hazardous Materials Assessment 106 4th Wawanesa
Cooper Rankin Architecture Dec 2020.docx

Template: Master Proposal for Hazardous Materials Assessment, HAZ, March 23, 2020

APPENDIX I
Methodology



1.0 GENERAL

Pinchin conducts a room-by-room survey (rooms, corridors, service areas, exterior, etc.) to identify the hazardous building materials as defined by the scope of work. All work is conducted in accordance with our own internal Standard Operating Procedures.

Information regarding the location and condition of hazardous building materials encountered and visually estimated quantities are recorded. The locations of any samples collected are recorded on small-scale plans.

As-built drawings and previous reports are referenced where provided.

1.1 Limitations on Scope

The assessment excludes the following:

- Articles belonging to the owner, tenant or occupant (e.g. stored items, furniture, appliances, etc.);
- Underground materials or equipment (e.g. vessels, drums, underground storage tanks, pipes, etc.);
- Building envelope, structural components, inaccessible or concealed materials or other items where sampling may cause consequential damage to the property;
- Energized systems (e.g. internal boiler components, elevators, mechanical or electrical components);
- Controlled products (e.g. stored chemicals, operational or process-related substances); and
- Materials not typically associated with construction (e.g. settled dust, spills, residual contamination from prior spills, etc.).

The assessment includes limited demolition of wall and ceiling finishes (drywall or plaster) to view concealed conditions at representative areas as permitted by the current building use. Limited destructive testing of flooring is conducted where possible (under carpets or multiple layers of flooring). Demolition of exterior building finishes, masonry walls (chases, shafts etc.), and structural items is not conducted.

1.2 Asbestos

An inspection is conducted for the presence of friable and non-friable asbestos-containing materials (ACM). A friable material is a material that when dry can be crumbled, pulverized or powdered by hand pressure.



A separate set of samples is collected of each type of homogenous material suspected to contain asbestos. A homogenous material is defined by the US EPA as material that is uniform in texture and appearance, was installed at one time, and is unlikely to consist of more than one type or formulation of material. The homogeneous materials are determined by visual examination and available information on the phases of construction and prior renovations.

Samples are collected at a rate that is in compliance with the requirements of local regulations and guidelines. The sampling strategy is also based on known ban dates and phase out dates of the use of asbestos; sampling of certain building materials is not conducted after specific construction dates. In addition, to be conservative, several years past these dates are added to account for some uncertainty in the exact start / finish date of construction and associated usage of ACM.

In some cases, manufactured products such as asbestos cement pipe are visually identified without sample confirmation.

Drywall joint compound is sampled at representative locations such as walls, ceilings, columns, bulkheads or other building components. Asbestos in drywall joint compound was banned in Canada in 1980. Drywall joint compound that is known to have been installed after 1986 (1980 plus a reasonable non-compliance period based on our experience) is presumed to non-asbestos and is not sampled.

Flooring mastic or adhesive is sampled and analyzed if present on the underside of flooring samples (vinyl floor tile and vinyl sheet flooring).

Limited demolition of masonry block walls (core holes) is conducted to investigate for loose fill vermiculite insulation. The core holes are temporarily patched with a suitable product.

The following materials (if present) are not sampled and will be presumed to contain asbestos.

- Roofing felts and tar, mastics
- Floor levelling compound
- Ceramic tile setting compound
- Electrical components or wiring within control centers, breakers, motors or lights, insulation on wiring
- Refractory materials and insulations in boilers, incinerators and stacks
- Insulation under metal clad boilers and vessels
- Mechanical packing, ropes and gaskets
- Adhesives and duct mastics
- Paper products
- Soffit and fascia boards



- Metal clad finishes
- Vibration dampers on HVAC equipment

The bulk samples are submitted to a NVLAP accredited laboratory for analysis. The analysis is performed in accordance with Test Method EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials, July 1993.

Analytical results are compared to the following criteria.

Jurisdiction	Friable	Non-Friable
BC	0.5% ¹	0.5%
Alberta	Any Amount ²	Any Amount ²
Saskatchewan	>0.5% ¹	>1%
Manitoba	0.1% ¹	1%
Ontario	0.5%	0.5%
Nova Scotia	0.5% ¹	0.5%
New Brunswick, Prince Edward Island, Newfoundland & Labrador	1%	1%
Yukon, Nunavut, Northwest Territories	1%	1%
Federal	1%	1%

Where building materials are described in the report as “non-asbestos” or “does not contain asbestos”, this means that either no asbestos was detected by the analytical method utilized in any of the multiple samples or, if detected, it is below the lower limit of an asbestos-containing material in the applicable regulation.

Asbestos materials are evaluated in order to make recommendations regarding remedial work. The priority for remedial action is based on several factors:

- Friability (friable or non-friable);
- Condition (good, fair, poor, debris);
- Accessibility (ranking from accessible to all building users to inaccessible);
- Efficiency of the work (for example, if damaged ACM is being removed in an area, it may be most practical to remove all ACM in the area even if it is in good condition).

¹ Or any amount if vermiculite

² The Government of Alberta in their guideline document entitled the “Alberta Asbestos Abatement Manual” (August 2019), defines an Asbestos-Containing Material as a product or building material that contains asbestos in any quantity or percentage.



1.3 Lead

Samples of distinctive paint finishes, and surface coatings present in more than a limited application, where removal of the paint is possible is collected. The samples are collected by scraping the painted finish to include base and covering applications. Drawings included show sample locations.

Analysis for lead in paints or surface coatings is performed at an accredited laboratory in accordance with EPA Method No. 3050B/Method No. 7420; flame atomic absorption.

For this report, all paints containing lead at a concentration of 0.009% (90 ppm) or greater are discussed. Paint and surface coatings are evaluated for condition such as flaking, chipping or chalking.

Other lead building products (e.g. batteries, lead sheeting, flashing) are identified by visual observation only.

1.4 Silica

Building materials known to contain crystalline silica (e.g. concrete, cement, tile, brick, masonry, mortar) is identified by visual inspection only. Pinchin does not perform sampling of these materials for laboratory analysis of crystalline silica content.

1.5 Mercury

Building materials/products/equipment (e.g. thermostats, barometers, pressure gauges, light tubes), suspected to contain mercury are identified by visual inspection only. Dismantling of equipment suspected of containing mercury is not performed. Sampling of these materials for laboratory analysis of mercury content is not performed.

1.6 Polychlorinated Biphenyls

The potential for light ballast and wet transformers to contain PCBs is based on the age of the building, a review of maintenance records and examination of labels or nameplates on equipment, where present and accessible. The information is compared to known ban dates of PCBs and Environment Canada publications.

Dry type transformers are presumed to be free of dielectric fluids and hence non-PCB.

Fluids (mineral oil, hydraulic, Aroclor or Askarel) in transformers or other equipment are not sampled for PCB content.

Caulking or sealants are sampled for PCBs based on the date of construction or installation. Caulking installed after 1985 (1980 ban date plus a reasonable non-compliance period based on our experience) is presumed to be free of PCBs and hence not sampled. If sampled, analysis for PCBs is performed using



an ASTM test method appropriate to the sample matrix at an accredited laboratory. Sample results are compared to the criteria of 50 ppm for solids as stated in the PCB Regulation, SOR/2008-273.

1.7 Visible Mould

The presence of mould is determined by visual inspection of exposed building surfaces. If any mould growth is concealed within building cavities it is not addressed in this assessment.

Template: Methodology for Hazardous Building Materials Assessment, HAZ, March 9, 2020

APPENDIX II

Authorization to Proceed, Limitation of Liability and Terms of Engagement



Authorization to Proceed, Limitation of Liability & Terms of Engagement

Date: December 29, 2020	Pinchin Project Name: Hazardous Building Materials Assessment	
Client: Cooper Rankin Architecture Inc.	Pinchin Project Number: 286465	Project Value: \$3,990.00 (plus applicable taxes)
Site Address: Oakland-Wawanesa Municipal Office, 106 4th Street, Wawanesa, Manitoba	Pinchin Project Manager: Chris Smithson	
	Pinchin Office Fax: 204.453.0788	Pinchin Project Manager e-mail: csmithson@pinchin.com

This confirms Cooper Rankin Architecture Inc. (Client) authorizes Pinchin Ltd. (Pinchin) to proceed with the performance of services as outlined in our proposal dated December 29, 2020 for a value of \$3,990.00 (plus applicable taxes). The proposal (if any) and the terms of this Authorization to Proceed, Limitation of Liability and Terms of Engagement constitute the entire agreement between Pinchin and Client.

Terms and Conditions

1. Client is to identify all known actual and potential hazardous conditions that exist within the building, on the property or in the area of work including but not limited to the presence of confined spaces, work at heights, areas causing heat stress, traffic, pinch points and actual or potential environmental contamination. Client is to identify any specific training required for access and entry to the building, property and area of work and to provide any necessary site specific training at its own cost to Pinchin staff, its contractors and subcontractors. Client must provide safe access to the site and compliance with all applicable safety codes and standards for matters under the control of Client which could affect the safety of Pinchin staff, its contractors and subcontractors on site.
2. Pinchin makes no representations or warranties whatsoever, either expressed or implied, as to its findings, recommendations, plans, specifications or professional advice and including concerning the legal significance of its findings, or as to other legal matters touched on in the report, including but not limited to ownership of any property or the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretations and these interpretations may change over time and Pinchin undertakes no, and expressly disclaims, any obligation to advise Client of such change.
3. In the event of any claim of any nature whatsoever by Client against Pinchin, its staff, officers, directors, shareholders, agents, contractors and subcontractors (collectively "Pinchin"), including but not limited to claims based on negligence and/or breach of contract, the total aggregate liability of Pinchin shall be limited to the lesser of: (i) any actual damages incurred by the client. (ii) all fees actually paid by Client to Pinchin in connection with the specific project in respect of which the claim is being made.
4. Pinchin will not be responsible for any consequential, incidental or indirect damages, including but not limited to financial losses, credit and property transactions, financing costs, property values, loss of profit or revenue, permitting/licensing issues, follow-up actions and costs. Pinchin shall not be liable for the failure of any manufactured product or system of components which are supplied by Pinchin to perform in accordance with the manufacturer's specifications or other product literature on which Pinchin reasonably relied. Pinchin will only be liable for direct damages resulting from negligence and/or breach of contract of Pinchin. Pinchin will not be liable for any losses or damage if Client has failed, within a period of two (2) years following the date upon which the claim is discovered, to commence legal proceedings against Pinchin to recover such losses or damage ("Claim Period") unless the laws of the jurisdiction which governs the limitation period which is applicable to such claim provides that the applicable limitation period is greater than the Claim Period and cannot be abridged by this Agreement, in which case the Claim Period shall be deemed to be extended by the shortest additional period which results in this provision being legally enforceable.
5. If Client brings any form of claim against any third party relating to the work and if the third party claims against Pinchin for contribution and indemnity, Client shall not seek to recover and waives any right to recover from the third party any portion of any losses or damage which may be attributed to the fault or negligence of Pinchin.
6. Pinchin's proposal was prepared for the consideration of Client only. Its contents may not be used by or disclosed to any party without prior written consent from Pinchin.



**Authorization to
Proceed**

Cooper Rankin Architecture Inc.
Hazardous Building Materials Assessment
Oakland-Wawanesa Municipal Office, 106 4th Street, Wawanesa, Manitoba

December 29, 2020
Pinchin File: 286465

7. Pinchin's proposal shall be open for acceptance for a period of thirty (30) days from date of issue. The acceptance period may be extended by mutual agreement of the Client and Pinchin in writing. Pinchin reserves the right to revise the proposal beyond the stated acceptance period.
8. Any work performed by Pinchin will be conducted in accordance with generally accepted engineering or scientific practices current in this geographical area at the time the work is performed.
9. Client acknowledges that risks arise from subsurface and hidden conditions that even comprehensive testing and analysis may fail to detect and that actual conditions may differ from those inferred from inspection, testing and analysis. Pinchin can only comment on the conditions observed on the date(s) the assessment is performed.
10. The work will be limited to those locations and/or areas and/or materials of concern identified by Client or scope of work as outlined in our proposal. Other areas of concern may exist but will not be investigated within the scope of this assignment.
11. Any budget and work estimates provided are preliminary and subject to verification and change unless otherwise agreed.
12. Information provided by Pinchin is intended for Client use only. Pinchin will not provide copies of reports, results or information to any party other than Client, unless Client, in writing, requests information to be provided to a third party or unless disclosure by Pinchin is required by law. Unless consented to by Pinchin, which consent may be unreasonably and/or arbitrarily withheld, any use by a third party, of reports or documents authored by Pinchin, or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages, suffered by any third party as a result of decisions made or actions conducted by any party.
13. As used in this Agreement, "Work Product", means without limitation all reports, plans, data, writings, notes, drawings, art work, templates, documents, products, ideas, formulas, inventions, research, programs, derivative works, processes, procedures, techniques, scientific methods, designs, technologies, forms, formulas, discoveries, know-how, improvements and any and all products of any type, including all rights and claims, prepared in part or in full by Pinchin.
14. Pinchin shall exclusively own the copyright and all other intellectual property rights in all "Work Product" including rights to claim Scientific Research and Development Tax Claims. The services and documents provided by Pinchin under the terms of this agreement are "Work Made For Hire" and are the sole and exclusive property of Pinchin; they are provided to Client for one time use only. To the extent that any other Intellectual Property Rights of, or under the control of, Pinchin are embodied or otherwise required to exploit the "Work Product", Pinchin grants Client a revocable worldwide, exclusive, one-time license under all such Intellectual Property Rights as required, in accordance with the terms of this agreement.
15. Notwithstanding any other provision, Pinchin reserves the exclusive right to pool data provided by, or produced for, Client at its sole discretion and to use that data to aid in the completion of any and all future projects. Pinchin will utilize de-identification processes which may include, but are not limited to, pseudonymizing or anonymizing the data to preserve client confidentiality. Pinchin will ensure that all identifiable and pooled data is protected and stored securely through the use of appropriate processes and technologies, which may include, but are not limited to, data encryption and the use of the principle of least privilege.
16. Client agrees to indemnify, defend, and hold harmless Pinchin, its affiliates, and their officers, directors, employees, agents, and subcontractors against all claims, demands, suits, liabilities, costs, expenses (including reasonably incurred legal fees), damages and losses suffered or incurred by Pinchin arising out of any actual or alleged infringement of intellectual property rights arising out of Client's use of "Work Product" or any other items provided by Pinchin to Client.
17. Invoices will be issued monthly or upon project completion unless otherwise agreed. Applicable taxes (GST, HST, QST) are additional. Amounts not received within thirty 30 days of invoice date will bear interest thereafter at a rate of 1.5% per month (18% per annum) until paid.

Acceptance Authorizes:

1. The release, to Pinchin, of information requested in connection with this work. Pinchin undertakes to maintain the confidentiality of all such information ("Information").
2. The release by Pinchin of Information to others necessary to perform the work.



**Authorization to
Proceed**

Cooper Rankin Architecture Inc.
Hazardous Building Materials Assessment
Oakland-Wawanesa Municipal Office, 106 4th Street, Wawanesa, Manitoba

December 29, 2020
Pinchin File: 286465

3. Entry and access to all areas of the property and buildings on the property, by Pinchin staff or representatives, as required, to perform the proposed services. Client shall identify limitations, conditions or terms regarding entry and access ("Access Restrictions").

It is understood that Client will be liable for all additional costs incurred by Pinchin in the performance of the proposed work caused by changes to the terms, delays, postponements or cancellations or other unseen or unknown conditions that are beyond the control of Pinchin including, without limitation, delays caused by failure to provide Information on a timely basis or Access Restrictions not revealed to Pinchin prior to the date hereof.

By signing below Client provides authorization to proceed and accepts the terms and conditions outlined above and in the referenced proposal (if applicable). In the event Pinchin provides services requested by Client, in addition to those identified above or in the proposal (where applicable), Client agrees to compensate Pinchin either on a time and material basis using the Pinchin standard rates (in effect at the time the service is provided), or as per a written amendment to the terms and conditions originally agreed upon.

Signature of Authorized CLIENT Representative (Acceptance):		Billing Address:	
Name (Print):			
Company:		Billing Contact Name:	
Date:		Billing Contact Phone:	
Purchase Order No.:		Billing Contact Fax and E-mail Address:	
Pinchin Project Manager: Chris Smithson		Pinchin Project Number: 286465	Project Value: \$3,990.00 (plus applicable taxes)

Billing: 2470 Milltower Court, Mississauga, ON L5N 7W5 | PH: 1.855.746.2446

J:\286000s\0286465.000 CooperRankin\106.4th.HAZ.ASMT\Contract Admin\286465 ATP 106 4th Wawanesa Cooper Rankin Architecture Working Copy.docx

Template: Master ATP, Limitation of Liability & Terms of Engagement, Standard HO, October 3, 2019

Payment Instructions

Payments can be made by Electronic Fund Transfer (EFT). If you plan to make payments by EFT, please contact accountsreceivable@pinchin.com. **We require the Client reference their company name, any specific instructions, and the Pinchin Invoice Number or the Pinchin Project Number on all documents, communications and payments related to this project. We do not accept e-mail money transfers from personal accounts.**

Any deposit confirmations and/or remittance advices must be sent to accounts receivable at accountsreceivable@pinchin.com.

Instructions for Canadian (CAD) Electronic Fund Transfer or Wire Payments to Canadian Imperial Bank of Commerce from Remitters in Canada

Remit To:

Canadian Imperial Bank of Commerce
6711 Mississauga Rd. Mississauga, Ontario, Canada L5N 2W3
Account# 6627919
Institution #: 010
Transit #: 03922
SWIFT/BIC: CIBCCATT
Account Name: Pinchin Ltd.
2470 Milltower Court Mississauga, Ontario, Canada L5N 7W5

CAO

From: RM Oakland 1
Sent: Thursday, December 17, 2020 11:45 AM
To: CAO
Subject: FW: Supplementary Taxes to Enbridge

Joni,

We will need a resolution at the January Council meeting:

BE IT RESOLVED that in accordance with Sections 326 and 300 of *The Municipal Act*, the taxes added and cancelled listings provided by the Provincial Assessment Branch as supplementary taxes in the following amounts be approved:

Taxes Added \$10,303.09

FYI – According to Jill at Assessment, Enbridge cannot appeal these taxes so we don't need to worry about giving them notice of their right to appeal.

Thanks,

Elaine McGregor
Finance Officer
Municipality of Oakland-Wawanesa
Phone: 204.824.2666 Fax: 204.824.2374
Web: www.oakland-wawanesa.ca



From: RM Oakland 2 <adminassist@oakland-wawanesa.ca>
Sent: Thursday, December 17, 2020 11:14 AM
To: RM Oakland 1 <finance@oakland-wawanesa.ca>
Subject: RE: Supplementary Taxes to Enbridge

Super, got them! Done!

Norma Will
Administrative Assistant
Municipality of Oakland-Wawanesa
Phone: (204) 824-2666 Fax: (204) 824-2374
Email: adminassist@oakland-wawanesa.ca
Web: www.oakland-wawanesa.ca



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From: RM Oakland 1 <finance@oakland-wawanesa.ca>
Sent: Thursday, December 17, 2020 10:59 AM
To: RM Oakland 2 <adminassist@oakland-wawanesa.ca>
Subject: Supplementary Taxes to Enbridge

Hi,

I got the information that I needed from Assessment to do the added taxes. I sent them to the printer for you to mail out. There are 2 legal size and a notice to go in the mail. The 2 letter size are for your file. Let me know if you have any questions.

Thanks,

Elaine McGregor
Finance Officer
Municipality of Oakland-Wawanesa
Phone: 204.824.2666 Fax: 204.824.2374
Web: www.oakland-wawanesa.ca





RECEIVED
DEC 14 2020

December 10, 2020

Municipality of Oakland-Wawanesa
Box 28
Nesbitt, Manitoba R0K 1P0

Attention: Joni Swidnicki, CAO

Dear Joni:

We conducted an interim audit of the affairs of the municipality for the period of January 1, 2020 to September 30, 2020 and report as follows:

Cash in Bank

A review of the bank statements verified that the bank reconciliation equalled the general ledger for each individual month. The outstanding cheques were reviewed by month to verify that the cheques were not stale dated. This also showed that cheques are usually not outstanding for more than four months.

Tax Assets and Receivables

Tax transactions were tested and verified that the correct amounts were used in calculating penalties. Tax receivable accounts were found to be in balance with their corresponding sub-ledger as of September 30, 2020.

Utility Receivables

Utility transactions were tested and we verified the correct amounts were used in calculating penalties. Utility receivable accounts were found to be in balance with their corresponding sub-ledger as of September 30, 2020.

Monthly Statement

We have reviewed the general operating fund and utility revenue and expenditures reports for September 30, 2020 and found them to be in agreement with the records of the municipality. We have not performed a complete audit at this time and we are unable to express an opinion on that financial statement. We will be expressing an opinion on the year end statements upon completion of the final audit. We are pleased that complete monthly statements including statement of revenue and expenditure reports are prepared and approved by council as this provides additional internal control and provides up to date financial knowledge of the municipality to assist in decision making.

General

The accounts were found to have been very well maintained for the period under review. We take pleasure in acknowledging the cooperation extended to us by municipality's employees during the course of our audit. We are not aware of any other matters which need to be brought to the attention of council at this time. If the council or staff wishes to discuss any of the forgoing or any other matter, please do not hesitate to contact our office.

Yours truly,
SENSUS Chartered
Professional Accountants Ltd.



Kyle Paul, CPA, CA

KP/kf
c.c. Head of Council and Councilors

929-24th Street Brandon, MB R7B 1Y5 ph. 204-727-5577 fax 204-726-8568
sensusbndn@sensuscpa.ca

Sensus Chartered Professional Accountants Ltd.
Understanding your Business

RCMP Policing Report

RM of Oakland-Wawanesa

DATE: 2020-07-01 through 2022-12-01

1 PROVINCIAL POLICE SERVICE COMPOSITION

2018-19 Fiscal Year Staffing Category:	Number as per Org Chart ¹	Actual Number	Variance	Pending (+/-)
Regular Members	14	11	-3	+2
Public Servants	4	4	0	
Detachment Commander : S/Sgt Clint Wikander				

*current could include mat leave, long term leave etc., which should be noted in explanation below.

* Pending – status of members/PSs leaving or coming to the detachment

1 The number of approved Provincial Police Service positions on the detachment Organisation Chart

Currently we are short 3 Constable positions. This is due to transfers, temporary reassignment and long term sick leave. There is a member trying to sell a house to transfer into Blue Hills. The temporary reassignment has an unknown end date. The long term sick leave indefinite. We are working with Divisional staffing. The reality is that there are no new members heading to us in the near future. Things are tight on human resource front, but we are managing.

2 REPORTING SCHEDULE

The reporting schedule as determined in consultation between the RCMP and the municipality, as of January 2019 is set for bi-annual reporting.

3 MANAGEMENT OF THE POLICE SERVICE:

3.1 Objectives, Priorities and Goals for 2018/19:

As per previous discussion and letter of agreement. We are looking at 3 main categories this year; Traffic, Crime Reduction and Communication.

RCMP's Planned Initiatives to Meet Objectives, Priorities and Goals:

3.1.1 OBJECTIVE: *Contribute to Safer Roadways*

Initiative #1: Targeted Enforcement Impaired Drivers

Current Status and Results:

We have charged 26 individuals with impaired operation of a motor vehicle as an entire Area over this year.

Initiative #2: Targeted Enforcement Intersection Violations

Current Status and Results:

We have charged 32 individuals with intersection related offences as an Area over this year.

3.1.2 OBJECTIVE: *Crime Reduction – Property Crimes*

Initiative #1: Criminal Compliance Checks

Current Status and Results:

Over the year we have conducted 14 compliance checks. This number is down from traditional numbers. Human resource shortages and Covid-19 have played a role in this.

Initiative #2: Community Mobilization (HUB) Referrals & Restorative Justice

Current Status and Results:

Over the year we have referred 19 individuals to Community Mobilization in an effort to funnel them out of policing resources and get them in touch with other agencies with an appropriate mandate for their issues.

We have made 4 referrals to the Restorative Justice program. These numbers are down, but not unexpectedly. The Province has undergone a significant change in the Judicial system with the new Pre-Charge mandate. This mandate takes almost all control away from police and the public when deciding on who will be charged criminally and who will not be. Part of the program is to make more use of restorative justice programs, as such the Crown is now making the majority of referrals.

Initiative #3: Encourage the Use of Judicial Authorizations

Current Status and Results:

This year we have written and executed 9 judicial authorizations. These include search warrants, DNA warrant, production orders for documents and the like. Our goal for the year was 4. We clearly have surpassed that. As these are still before the courts, I cannot provide you the details of what they were for.

3.1.3 OBJECTIVE: *Communication*

Initiative #1: Internal Communications Monitoring

Current Status and Results:

Communication levels remain at an acceptable level. We've held one Area meeting this year so far. Covid-19 has hindered us in this category, but we're working around it. Face to face communications have obviously become more difficult.

Initiative #2: External Communication Monitoring**Current Status and Results:**

As with everything else, Covid-19 has proven difficult in this area. All communications have been done via phone and email, with no meetings attended. If you want to see us at a meeting, we can arrange it. Just call.

4 CURRENT ACTIVITY STATISTICS –

Please see attached statistical report.

4.1 TRENDS/POINTS OF INTEREST/VALUE

Currently things are fairly stable. There has been a string of Break and Enters in the surrounding Glenboro area. These are being worked on in conjunction with the Turtle Mountain RCMP (Boissevain, Killarney, Deloraine) Area.

With the holiday season upon us, we will be looking towards more traffic related enforcement. Year to date we have laid 1710 traffic related charges in the Blue Hills Area.

We have completed ²⁸₆₅ Covid-19 Compliance checks since April 2020

I'm trying to get back to business as usual as far as visitation goes with the RMs and towns. I've done a few pop by visits recently at various offices. Just quick visits with masks at an acceptable distance. I want you all to know that we are still here and working. If this does not work for your office, please let me know. Attendance at council meetings can be done, please contact me (Clint 2047267522) and set it up.

SIGNIFICANT MEETINGS IN THE COMMUNITY - None due to Covid-19.



S/Sgt Clint Wikander - Blue Hills Area Commander

2020-12-07

Occurrence Stats (All Violations)

Mayor's Report
From 2020/07/01 to 2020/12/01

Violation group - Traffic Offences - Traffic Accidents		Reported Unfounded Actual		By Charge Otherwise Rate		Clearance
9930 0030	Traffic Collision(s) - Property Damage - Reportable	2	0	2	0	0 0.0%
9930 0040	Traffic Collision(s) - Property Damage - Non - Reportable	4	0	4	0	0 0.0%
		6	0	6	0	0 0.0%
Violation group - Traffic Offences - Provincial Traffic Offences		Reported Unfounded Actual		By Charge Otherwise Rate		Clearance
9520 0010	Dangerous Driving (Provincial/Territorial)	1	0	1	0	0 0.0%
9900 0010	Non-Moving Traffic - Occupant Restraint/Seatbelt Violations - Provincial/Territorial	1	0	1	1	0 100.0%
9900 0020	Moving Traffic - Intersection Related Violations - Provincial/Territorial	1	0	1	1	0 100.0%
9900 0030	Moving Traffic - Speeding Violations - Provincial/Territorial	84	0	84	82	2 100.0%
9900 0040	Other Moving Traffic Violations - Provincial/Territorial	11	0	11	6	0 54.5%
9900 0050	Motor Vehicle Insurance Coverage Violations-Provincial/Territorial	7	0	7	7	0 100.0%
9900 0070	Other Non-Moving Traffic - Provincial/Territorial	24	0	24	21	2 95.8%
9900 0090	Fail to Stop or Remain at Accident Scene (Provincial/Territorial)	1	0	1	0	0 0.0%
9900 0120	Driving While Disqualified or License Suspension (Provincial/Territorial)	1	0	1	1	0 100.0%
9910 0030	Drivers License Suspensions - By Police	2	0	2	2	0 100.0%
		133	0	133	121	4 94.0%
Violation group - Traffic Offences - Other Criminal Code Traffic Offences		Reported Unfounded Actual		By Charge Otherwise Rate		Clearance
9320 0020	Operation while prohibited	1	0	1	1	0 100.0%
		1	0	1	1	0 100.0%
Violation group - Traffic offences - Impaired Operation Related Offences		Reported Unfounded Actual		By Charge Otherwise Rate		Clearance
9230 0070	Operation while impaired (alcohol)/over 80mg% of Motor Vehicle	1	0	1	1	0 100.0%
		1	0	1	1	0 100.0%
Violation group - Traffic offences - Dangerous Operation of Motor Veh./Vessel/Aircraft		Reported Unfounded Actual		By Charge Otherwise Rate		Clearance
9120 0030	Dangerous Operation of Motor Vehicle Causing Bodily Harm	2	0	2	2	0 100.0%

Occurrence Stats (All Violations)

Violation group - Traffic offences - Dangerous Operation of Motor Veh./Vessel/Aircraft				Clearance			
9133 0020 Flight from peace officer	Reported	Unfounded	Actual	By Charge	Otherwise	Rate	
	2	0	2	1	0	50.0%	
	4	0	4	3	0	75.0%	
Violation group - Provincial Statutes {except traffic}				Clearance			
8840 0297 Coroner's Act - Sudden Death/Other Activities	Reported	Unfounded	Actual	By Charge	Otherwise	Rate	
	1	0	1	0	0	0.0%	
8840 0336 Mental Health Act - Other Activities	1	0	1	0	0	0.0%	
8840 0341 911 Act - Other Activities	1	0	1	0	0	0.0%	
	3	0	3	0	0	0.0%	
Violation group - Other Federal Statutes - Quarantine Act				Clearance			
8840 0392 Quarantine Act - Other Activities	Reported	Unfounded	Actual	By Charge	Otherwise	Rate	
	2	0	2	0	0	0.0%	
	2	0	2	0	0	0.0%	
Violation group - Other Federal Statutes - Firearms Act				Clearance			
6550 0010 Firearms Act - offences only	Reported	Unfounded	Actual	By Charge	Otherwise	Rate	
	1	0	1	0	0	0.0%	
8840 0391 Firearms Act - Other Activities	1	0	1	0	0	0.0%	
	2	0	2	0	0	0.0%	
Violation group - Other Fed Statutes {not specified}				Clearance			
8840 0276 Other Federal Statutes (not otherwise specified) - Other Activities	Reported	Unfounded	Actual	By Charge	Otherwise	Rate	
	1	0	1	0	0	0.0%	
	1	0	1	0	0	0.0%	
Violation group - Other Criminal Code - Other Criminal Code				Clearance			
3430 0010 Disturbing the peace/Causing a disturbance	Reported	Unfounded	Actual	By Charge	Otherwise	Rate	
	1	0	1	0	0	0.0%	
	1	0	1	0	0	0.0%	

Occurrence Stats (All Violations)

Violation group - National Survey Codes		Reported		Unfounded		Actual		By Charge		Otherwise		Rate		Clearance	
8999 3057 Prisoners Held		1		0		1		1		0		100.0%			
8999 3064 Written Traffic Offence Warnings - Provincial/Territorial		7		0		7		4		3		100.0%			
8999 3083 COVID-19		1		0		1		0		0		0.0%			
		9		0		9		5		3		88.9%			
Violation group - Crimes Against the Person - Robbery/Extortion/Harassment/Threats															
1626 0040 Harassing communications		3		0		3		0		0		0.0%			
		3		0		3		0		0		0.0%			
Violation group - Crimes Against the Person - Assaults {excluding sexual assaults}															
1480 0010 Administering noxious thing		1		1		0		0		0		0.0%			
		1		1		0		0		0		0.0%			
Violation group - Crimes Against Property - Theft under \$5000.00															
2140 0120 Theft from mail under \$5000 356(1) CC		1		0		1		0		0		0.0%			
		1		0		1		0		0		0.0%			
Violation group - Crimes Against Property - Theft over \$5000.00															
2135 0103 Theft of sport utility vehicle (SUV)		1		0		1		0		0		0.0%			
		1		0		1		0		0		0.0%			
Violation group - Common Police Activities - Related Police Activities															
8550 0020 Abandoned Vehicles		1		0		1		0		0		0.0%			
8550 0030 Suspicious Person/ Vehicle/ Property		6		0		6		0		0		0.0%			
8550 0040 Animal Calls		1		0		1		0		0		0.0%			

Occurrence Stats (All Violations)

Mayor's Report
From 2020/07/01 to 2020/12/01

Violation group - Common Police Activities - Related Police Activities		Reported		Unfounded		Actual		By Charge		Otherwise		Rate	
8550 0050 False Alarms													
		5		0		5		0		0		0.0%	
		13		0		13		0		0		0.0%	
Totals		182		1		181		131		7		76.2%	

TOLIN

Occurrence Stats (All Violations)

Mayor's Report
From 2020/07/01 to 2020/12/01

Violation group - Traffic Offences - Provincial Traffic Offences		Reported		Unfounded		Actual		By Charge		Otherwise		Rate	
9900 0020 Moving Traffic - Intersection Related Violations - Provincial/Territorial		1		0		1		1		0		100.0%	
9900 0040 Other Moving Traffic Violations - Provincial/Territorial		2		0		2		0		1		50.0%	
9900 0050 Motor Vehicle Insurance Coverage Violations-Provincial/Territorial		1		0		1		1		0		100.0%	
9900 0070 Other Non-Moving Traffic - Provincial/Territorial		1		0		1		1		0		100.0%	
		5		0		5		3		1		80.0%	
												Clearance	
Violation group - Traffic offences - Impaired Operation Related Offences		Reported		Unfounded		Actual		By Charge		Otherwise		Rate	
9230 0070 Operation while impaired (alcohol)/over 80mg% of Motor Vehicle		1		0		1		1		0		100.0%	
		1		0		1		1		0		100.0%	
												Clearance	
Violation group - Provincial Statutes {except traffic}		Reported		Unfounded		Actual		By Charge		Otherwise		Rate	
8840 0297 Coroner's Act - Sudden Death/Other Activities		2		0		2		0		0		0.0%	
8840 0306 Family Relations Act - Other Activities		2		0		2		0		0		0.0%	
8840 0336 Mental Health Act - Other Activities		1		0		1		0		0		0.0%	
8840 0341 911 Act - Other Activities		1		0		1		0		0		0.0%	
8840 0381 Other Provincial/Territorial Statutes (not otherwise specified) - Other Activities		1		0		1		0		0		0.0%	
		7		0		7		0		0		0.0%	
												Clearance	
Violation group - Crimes Against the Person - Robbery/Extortion/Harassment/Threats		Reported		Unfounded		Actual		By Charge		Otherwise		Rate	
1626 0040 Harassing communications		1		0		1		0		0		0.0%	
1627 0010 Uttering threats against a person		1		0		1		0		1		100.0%	
		2		0		2		0		1		50.0%	
												Clearance	
Violation group - Crimes Against Property - Theft under \$5000.00		Reported		Unfounded		Actual		By Charge		Otherwise		Rate	
2140 0011 Other theft under \$5000		1		0		1		0		0		0.0%	
		1		0		1		0		0		0.0%	

Occurrence Stats (All Violations)

Violation group - Crimes Against Property - Break and Enter				Clearance			
2120 0010 Break and Enter - Business				By Charge			
				Rate			
Reported Unfounded Actual							
4	0	4		0	0	0.0%	
4	0	4		0	0	0.0%	
Violation group - Common Police Activities - Related Police Activities				Clearance			
8550 0030 Suspicious Person/ Vehicle/ Property				By Charge			
Reported Unfounded Actual				Rate			
3	0	3		0	0	0.0%	
1	0	1		0	0	0.0%	
8550 0140 Breach of Peace							
4	0	4		0	0	0.0%	
Totals				Clearance			
Reported Unfounded Actual				By Charge			
24	0	24		4	2	25.0%	

CAO

From: Public Works
Sent: Thursday, January 14, 2021 8:48 AM
To: CAO
Subject: FW: Andrew Granger 15-8-18 W1
Attachments: Granger 15-8-18-W1 v1 BW.pdf; Granger 15-8-18-W1 v1 SAT.pdf; Granger 15-8-18-W1 v1 TOPO.pdf; Sustainable Development Request.PNG

Joni,

Can we include this for the meeting for council to approve. I have no concerns with this project, it's been a problem area for frost boils and we may be able to hook up into that tile system to address some of our road issues in that area.

Darcy Ketsman
Public Works Manager
Municipality of Oakland-Wawanesa
Tel: 204-824-2666
Cell: 204-526-0569
Fax: 204-824-2374



Confidentiality Warning: This email and any attachments may be privileged and/or confidential. Any distribution, use or copying of this email or the information it contains by other than an intended recipient is unauthorized. If you received this email in error, please advise the sender (by return email or otherwise) immediately.

From: Brett Sheffield <brett@nextgendrainage.com>
Sent: Friday, November 27, 2020 11:15 AM
To: Public Works <pw@oakland-wawanesa.ca>; CAO <cao@oakland-wawanesa.ca>
Subject: Andrew Granger 15-8-18 W1

Hi Joni and Darcy,

We are permitting a project for Andrew Granger in the Rm of Oakland Wawanesa. I have attached the design PDFs as well as the request from Sustainable Development for RM Consent.

The outlet will be a VFD lift station control structure. We hope to install the project in 2021.

Thanks!



Brett Sheffield | President

Cell: 204.245.1441

Email: brett@nextgendrainage.com

NextGen Drainage Solutions

Box 12

Pilot Mound, MB, R0G1P0

Web: www.nextgendrainage.com



+WPG1212 - Drainage and Water Rights Licensing Branch (CC) <drainage@gov.mb.ca>

Fri 11/27/2020 8:33 AM

To: Brett Sheffield

Cc: 'ajgranger24@gmail.com'



Good morning Brett. This email is in regards to the below application, that was submitted on behalf of Andrew Granger, for a Registration Certificate. In order to initiate the assessment of your application, the following documents is required:

- Approval from the Municipality of Oakland-Wawanesa is required
 - As the M1 Outlet will facilitate the flow of water into the ditch of 45N

If we do not receive the outstanding document by **January 8, 2021**, it will be reasonably presumed that you are no longer interested in pursuing this project and your application will be cancel.

If you have any questions regarding this email please do not hesitate to reply.

Sincerely,

Trevor Cielen
Registrar, Drainage and Water Rights Licensing

...



Granger 15-8-18-W1

Client: Granger, Andrew
 LLD: 15-8-18-W1
 RM: Oakland-Wawanesa
 Acres: 205
 Spacing: 50'
 DC: 1/4"

Outlet type(s):
 Outlet loc(s):
 Max. est. flow rate(s): GPM

Ctrl structure on gravity otl
 Non-perforated headers.
 Laterals: average depth 3.0'

Version: 1
 Date: 2020-09-03
 Designer: G. deJong

04in	160653.52 ft
06in	7559.00 ft
08in	4754.70 ft
10in	3751.97 ft
12in	129.44 ft
12in DW	2017.74 ft
15in DW	57.36 ft





Granger 15-8-18-W1

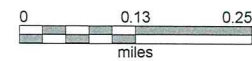
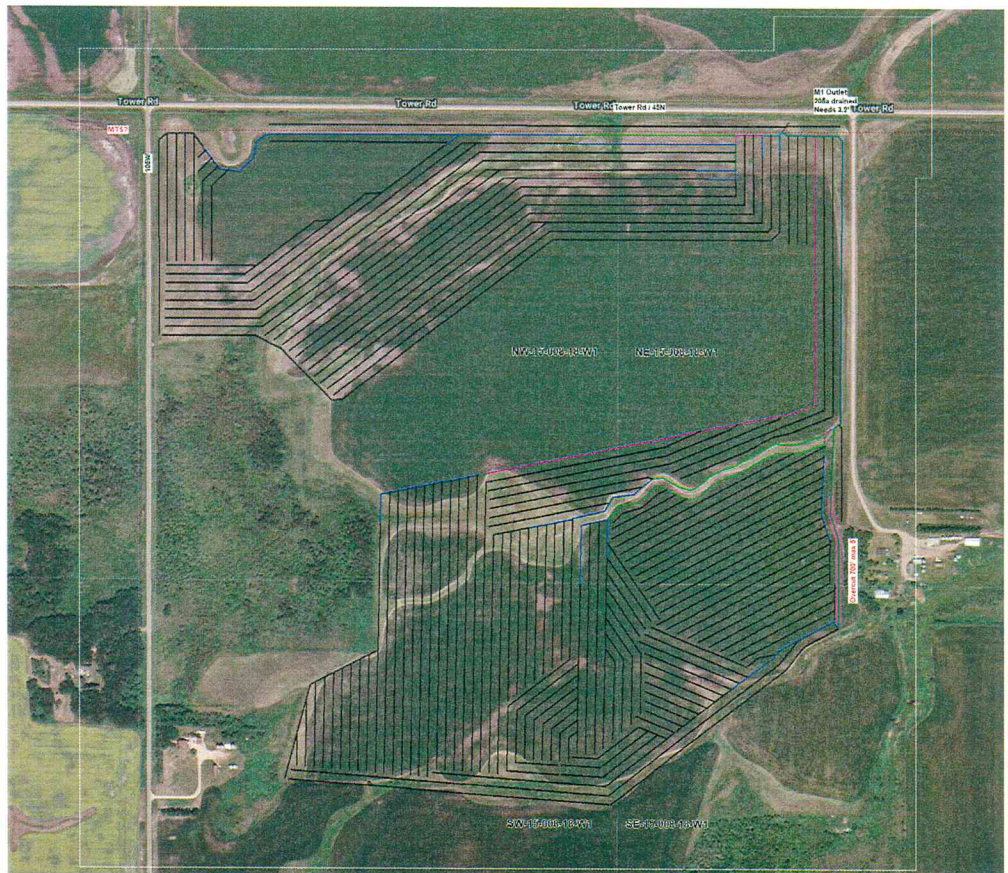
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Granger 15-8-18-W1

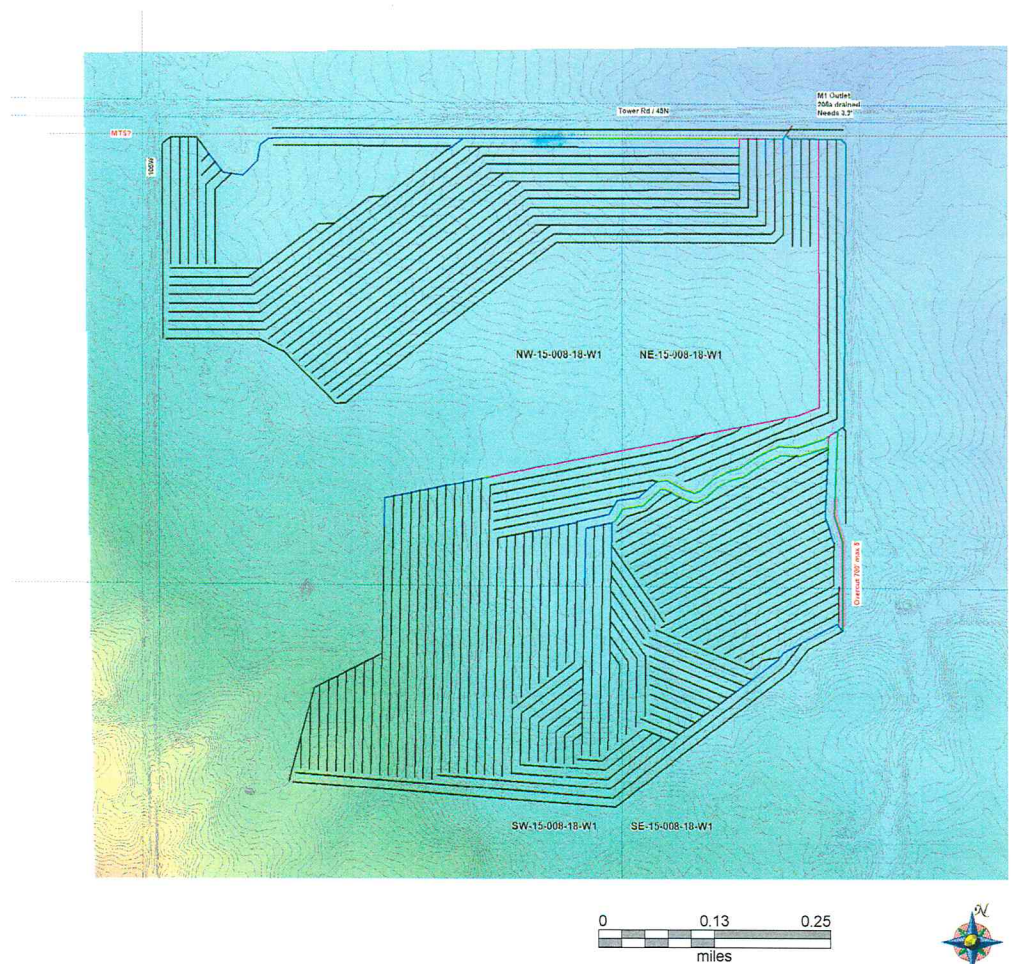
Client: Granger, Andrew
LLD: 15-8-18-W1
RM: Oakland-Wawanesa
Acres: 205
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12in DW	2017.74 ft
15in DW	57.36 ft



Municipality of Oakland-Wawanesa

THIS AGREEMENT made as of the ____ day of _____, 2021.

BETWEEN:

THE MUNICIPALITY OF OAKLAND-WAWANESA (MUNICIPALITY)

- and -

**THE NON-UNION STAFF EMPLOYEES OF
THE MUNICIPALITY OF OAKLAND-WAWANESA (EMPLOYEES)**

1. Hours of Work

- a) Administrative employees shall normally work 37.5 hours per week Monday through Friday, from 8:30 a.m. to 4:30 p.m., with a one-half hour unpaid lunch break and two 15-minute coffee breaks.
- b) The Public Works Manager shall normally work 40 hours per week Monday through Friday, from 8:00 a.m. to 4:30 p.m., with a one-half hour unpaid lunch break and two 15-minute coffee breaks.

2. Probation Period

- a) A three-month probation period will be implemented upon hire with a further probationary period extension at the discretion of the CAO.

3. Overtime

- a) Administrative office employees shall be entitled to overtime at the rate of time and a half for work required beyond seven and a half hours per day (7½) or thirty-seven and a half hours (37½) hours per week.
- b) The Public Works Manager shall be entitled to overtime at the rate of time and a half for work required beyond eight hours per day or 40 hours hours per week.
- c) All overtime will be banked at a rate of time and a half, with the exception of statutory general holidays to be banked at double time and a half.

4. General and Optional Holidays

- a) The following general and optional holidays, with pay, shall be granted to all eligible employees:
 - New Years Day
 - Louis Riel Day
 - Good Friday
 - Easter Sunday/Easter Monday
 - Victoria Day

- Canada Day
 - Terry Fox Day
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day
 - Any other holiday proclaimed by the Federal or Provincial Statutes.
- b) Eligibility for holiday pay or additional entitlement shall be in accordance with *The Employment Standards Code*, Division 4 as attached.
- c) Employees shall be granted time off for Remembrance Day in accordance with *The Remembrance Day Act*.
- d) Unless otherwise determined by Council, when December 24th falls on a Monday through Friday, the municipal office shall be closed at 12:00 Noon.
- e) Unless otherwise determined by Council, when December 31st falls on a Monday through Friday, the municipal office shall be closed at 12:00 Noon.

5. ANNUAL VACATION

For employees hired before January 1, 2021:

For purposes of this policy, vacation will be earned as follows for full-time employees, unless otherwise specified in a letter of hire:

- a) All permanent full-time employees shall be entitled to the following vacations with pay:
- i) an employee who has completed less than two years of service shall be entitled to 10 working days vacation entitlement per year;
 - ii) an employee with more than two completed years of service, but less than seven years of completed service, shall be entitled to vacation leave entitlement at the rate of 15 working days per year;
 - iii) an employee with more than seven years of completed service, but less than 10 years of completed service, shall be entitled vacation leave entitlement at the rate of 20 working days per year;
 - iv) an employee with more than 10 years of completed service, but less than 19 years of completed service, shall be entitled vacation leave entitlement at the rate of 25 working days per year;
 - v) an employee with more than 19 years of completed service and yearly thereafter, shall be entitled vacation leave entitlement at the rate of 30 working day per year.
- b) Wherever possible vacation days will be scheduled for times that will not adversely affect the operation of the municipal office.
- c) Where a holiday falls within an employee's leave period, the employee is entitled to an extra day of leave.
- d) All vacation will be calculated so that the vacation year will commence on January 1 of each year.

- e) Vacation must be taken by March 31st of the year following the year in which it was earned or the remaining days shall be forfeited, unless otherwise authorized.
- f) Employees shall receive accumulated vacation pay at the time of termination of employment.
- g) Where an employee dies, the employee's estate shall receive the employee's accumulated vacation pay.

For employees hired after January 1, 2021

For purposes of this policy, vacation will be earned as follows for full-time employees, unless otherwise specified in a letter of hire:

- a) All permanent full-time employees shall be entitled to the following vacations with pay:
 - i) an employee who has completed less than two years of service shall be entitled to 10 working days vacation entitlement per year;
 - ii) an employee with more than two completed years of service, but less than seven years of completed service, shall be entitled to vacation leave entitlement at the rate of 15 working days per year;
 - iii) an employee with more than seven years of completed service, but less than 15 years of completed service, shall be entitled vacation leave entitlement at the rate of 20 working days per year;
 - iv) an employee with 15 or more years of completed service shall be entitled vacation leave entitlement at the rate of 25 working days per year;

6. SICK LEAVE

- a) Upon completion of a three-month probation period, all permanent full-time employees shall accumulate at the rate of one and one-quarter days per month, up to a maximum of 80 days.
- b) All part time and term employees shall be eligible to receive sick leave up to one day per month calculated as a percentage of the number of days worked during each month out of the total normal work days. (Example: 15 days worked, 20 normal days = 75%, 75% x 1 days sick leave = $\frac{3}{4}$ days sick leave accumulated)
- c) Sick leave shall not accumulate during periods when an employee is not active at work.
- d) An employee may use a maximum of five sick days per year to attend to the medical needs of their immediate family.
- e) Accumulated sick days commence at the date of hire and are accessible to the employee after the probationary period has ended.
- f) An employee who has exhausted his sick leave benefits may request an additional period of sick leave from the Municipality, which the Municipality, at its discretion, may grant for a further period of up to forty-five (45) days.

7. MUNICIPAL PENSION BENEFIT

a) For Employees hired before January 1, 2020

After a three month probation period with the Municipality, the Municipality agrees to pay to all full-time and permanent part-time administrative employees, up to eight and one-half percent (8½%) of the employee's gross pay, or a mutually agreed upon percentage, which together with a matching amount paid by the employee, shall be invested in a Registered Retirement Savings Plan in the employee's name. (see Pension Scheme By-law).

b) For Employees on January 1, 2020

Employees of the Municipality as of January 1, 2020 will have the option of continuing with the above noted Registered Retirement Savings Plan or joining the Municipal Employee's Benefit Plan (MEBP) pension plan in accordance with MEBP contribution rates.

c) For Employees after January 1, 2020

After a three-month probation period with the Municipality all employees hired after January 1, 2020 shall be members of the (MEBP) pension plan in accordance with MEBP contribution rates.

8. CONSUMER PRICE INDEX/COST OF LIVING

- a) Any reference to consumer price index or cost of living increase used in respect to salary agreements will be obtained from the Statistics Canada website at: www.statcan.gc.ca/subjects-sujets/cpi-ipc/cpi-ipc-eng.html. As the prior year's index is not available until March/April of the following year, all salary increases that are based on this index will be adjusted retroactively to January 1 of the year that they are to be implemented.

9. MUNICIPAL RETIREMENT SEVERANCE PLAN

For employees hired before January 1, 2021:

- a) Employees with nine or more years of accumulated service who are no longer employed by the Municipality, shall be paid severance pay in the amount of one week's pay for each complete year of accumulated service or portion thereof. Example: 10 years, eight months of accumulated service equals ten and eight-twelfths (10 8/12) years of accumulated service for purposes of calculation.
- b) Where an employee in the employee's ninth year of accumulated service fails to complete nine years' accumulated service, the employee shall be paid severance pay on the basis of nine weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth year divided by 12 months.
- c) In the case of employees with nine or more years of accumulated service whose services are terminated as a result of death, the employee's estate shall be paid

severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof.

- d) Where an employee in the employee's ninth year of accumulated service fails to complete nine years' accumulated service as a result of death, the employee's estate shall be paid severance pay on the basis of nine weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth year divided by 12 months.
- e) The rate of pay referred to shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time that employment ceased. The rate of pay for hourly rated employees shall be determined on the basis of the applicable work week.

For employees hired after January 1, 2021:

- a) The Municipal Retirement Severance Plan shall be discontinued in lieu of the MEBP Defined Benefit Pension Plan.

10. REIMBURSEMENT OF TRAINING COSTS

- a) The Municipality will pay for training programs and their related expenses, when authorized by Council *through its budget process*.
- b) Special leave, with pay, may be granted to employees for the writing of an examination or attending any course of instruction in an approved course.

11. REIMBURSEMENT OF MILEAGE FOR USE OF PRIVATE VEHICLE

- a) When administrative staff uses their own private vehicles to deliver bank deposits, shop for office supplies, attend training courses, conventions and municipal related meetings, the rate paid per kilometer will be as established in the Municipality's indemnity by-law.

12. PROFESSIONAL ASSOCIATION FEES

- a) Professional Association Fees may be paid for by the Municipality upon approval of Council *through its budget process*.

13. ATTENDANCE AT CONVENTIONS AND SEMINARS

- a) Employees may be authorized to attend conventions, seminars, courses and meetings deemed necessary or beneficial to the operations of the Municipality upon approval of Council *through its budget process*.

14. BEREAVEMENT LEAVE

- a) A full-time employee shall be granted bereavement leave of up to five working days when necessary, without loss of regular wages, in the event of the death of an employee's father, mother, brother, sister, spouse, child or grandchild.

- b) An employee shall be granted bereavement leave of up to two working days when necessary, without loss of regular wages, in the event of the death of an employee's grandparent, mother-in-law, father-in-law, son-in-law or daughter-in-law.
- c) Part-time employee bereavement leave shall be calculated as a percentage of the number of days worked during each month out of the total normal work days.
- d) Leave may be granted to attend other funerals with the prior approval of the Chief Administrative Officer.

15. TERMINATION NOTICE

- a) Termination Notice by either the employer or the employee shall be in accordance with *The Employment Standards Code*.

16. MATERNITY, PATERNITY AND ADOPTIVE LEAVE

- a) Employees shall be entitled to such leave in accordance with *The Employment Standards Code*.

17. TERM OF AGREEMENT

- a) This Agreement shall be effective January 1, 2021.

Dave Kreklewich
Head of Council

Joni Swidnicki, CMMA (Hons)
Chief Administrative Officer

January 8, 2021

TO: Personnel and Policy Committee
FROM: Joni Swidnicki, CAO
RE: NON-UNION PAY ADMINISTRATION PROGRAM

Further to initial discussion with the Personnel and Policy Committee, which included a review of the 2019 salaries survey as provided by the Association of Manitoba Municipalities, the following is being proposed for a Non-Union Pay Administration Program.

The Program would require the establishment of salary ranges for the non-union positions, which ranges would be adjusted annually in accordance with the Manitoba Cost of Living. **Note:** the increase in the range does not indicate an automatic increase in salaries. Proposed salary ranges are attached.

Initial placement of staff within the salary range will be based on criteria that includes years of experience, government or public sector experience and education as noted on the attached.

Movement through the range will be accomplished through annual performance reviews which will be based on the areas of proficiency and accuracy, processes and procedures, customer service, time management/project management, motivation and values and attendance and punctuality. The evaluation will provide levels of achievement indicated as developmental, needs improvement, meeting expectations and exceeds expectation. A description of each level and proposed scoring is attached.

Salary Ranges

Administrative Assistant - \$17.00 - \$24.00

Entry Level I (\$17.00-\$18.00) – 1 to 5 points

Entry Level II (\$18.25-\$19.50) – 6 to 20 points

Intermediate Level I (\$19.75-\$21.00) – 21 points to 30 points

Intermediate Level II (\$21.25-\$22.50) – 31+ points

Advanced Level I (\$22.75 to 24.00) – no new employee shall start at this level

Finance Officer - \$30.50 - \$37.50

Entry Level I (\$30.50 - 31.50) – 1 to 5 points

Entry Level II (\$31.75 - \$33.00) – 6 to 20 points

Intermediate Level I (\$32.25 - \$33.50) – 21 points to 30 points

Intermediate Level II (\$34.75 - \$36.00) – 31+ points

Advanced Level I (\$36.25 to 37.50) – no new employee shall start at this level

Public Works Manager - \$29.50 - \$36.50

Entry Level I (\$29.50 - 30.50) – 1 to 5 points

Entry Level II (\$30.75 - \$32.00) – 6 to 20 points

Intermediate Level I (\$32.25 - \$33.50) – 21 points to 30 points

Intermediate Level II (\$33.75 - \$35.00) – 31+ points

Advanced Level I (\$35.25 to 35.50) – no new employee shall start at this level

Initial Placement within Salary Range

Years of Other Experience

- 0 – 5 years of experience – 1 point/year
- 5 – 10 years of experience – 2 points/year
- 10 + years of experience – 25 points total

Years of Government/Public Sector Experience

- 0 – 5 years of experience – 2 point/year
- 5 – 10 years of experience – 3 points/year
- 10+ years of experience – 35 points total

Education

- Grade 12 or equivalent – 1 point
- College/University – 3 points
- Post Secondary or Related Education (i.e. customer service, conflict resolution, equipment operation, certification) – 5 points

PERFORMANCE INCREASES – awarded annually

Proficiency and Accuracy

A high degree of competency, skill and expertise is required in municipal government. Accuracy is fundamental in all aspects of the position.

Review under this category will include an employee's understanding of the role and expectations, ability to demonstrate proficiency and attention to detail.

Processes and Procedures

Much of the work in a municipal setting is cyclical, time sensitive and highly legislated. To ensure consistency and the ability to cross-train, methods of performing a task are outlined in well-stated steps.

Review under this category will include staff development of procedures, the documentation of the procedure, and ongoing adherence.

Customer Service

Municipal government is unique in that ratepayers see themselves as "paying your salary". As such, the assistance and advice provided must be exemplary.

Review under this category will include evaluation of interactions with staff, customers and outside organizations for positive, efficient, effective, and timely communication and service.

Time Management/Project Management

Workloads are heavy and often conflicting. In addition to daily issues, large projects are often assigned for either individual or team involvement.

Review under this category will include evaluation of the ability to prioritize, effective use of time, productivity, and meeting timelines.

Motivation and Values

The willingness to achieve results and the belief that the work and outcomes are important is monumental in a workplace environment.

Review under this category will include evaluation of initiative, creativity, problem solving and responding to adversity.

Attendance and Punctuality

When serving the public, and in any team environment, attendance and punctuality is integral to professionalism and the ability to complete tasks on time, without negatively impacting others.

Review under this category will include evaluation of timely and reliable attendance.

EVALUATION

Developmental (1 point)

Used for new employees developing the skills and abilities necessary for successfully fulfilling their respective roles.

Also used when new duties/roles are undertaken by existing employees.

Needs Improvement (2 points)

Used when improvements are necessary for an existing employee to bring work outcomes to a satisfactory level. Supervisor will be required to provide examples.

Meeting Expectations (3 points)

Used when an employee has developed the skills and abilities required to complete tasks in the manner required and continues to administer the skills and abilities consistently.

Exceeds Expectations (4 points)

Used when an employee surpasses requirements of their role. This could be considered for ongoing work, or for specific projects. Supervisor will be required to provide examples.

SCORING

6-9 points = combination of developmental/needs improvement – 1%

10-13 points = combination of needs improvement/meeting expectations – 1.5%

14-17 points = meeting expectations – 2%

18-20 points = combination of meeting expectations/exceeds expectations – 2.50% (this should start to move an employee up through their respective salary range)

21+ points = mostly exceeds expectations – 3%

CAO

From: Councillor.McGregor
Sent: Thursday, January 7, 2021 2:51 PM
To: Members of Council
Cc: CAO
Subject: CAO Performance Evaluation
Attachments: Evaluation.pdf

Council members,

Attached is the final report generated from our performance review with Joni.

We will formally receive this in camera at our January meeting so it is recorded but if you want to have a look ahead of time you can do so.

Brett McGregor, Councillor
Municipality of Oakland-Wawanesa
Mobile: 204-761-0499
Nesbitt Office: 204-824-2666
Wawanesa Office: 204-824-2244

Web: www.oakland-wawanesa.ca

www.guildhmsinsurance.ca