

Council Meeting October 20, 2023 at 9:00 a.m. Council Chamber, Wawanesa, MB.

CALL TO ORDER - 9:00 a.m.

ADOPTION OF THE AGENDA

BE IT RESOLVED that the agenda for the October 20, 2023 meeting be accepted as presented.

CONFIRMATION OF MINUTES

BE IT RESOLVED that the minutes of the September 15, 2023 regular meeting of Council be hereby approved as circulated.

FINANCE

General Account

BE IT RESOLVED that the October 12, 2023 general accounts payables, being cheque #'s 6743 to 6804, in the amount of \$213,220.28 be hereby approved.

BE IT RESOLVED that Direct Deposit 284, being staff payroll for the period September 4 to September 15, 2023 in the amount of \$13,467.49 be hereby approved.

BE IT RESOLVED that Direct Deposit 285, being election payroll for the period September 4 to September 15, 2023 in the amount of \$279.15 be hereby approved.

BE IT RESOLVED that Direct Deposit 286, being staff payroll for the period September 18 to September 29, 2023 in the amount of \$14,307.13 be hereby approved.

BE IT RESOLVED that Direct Deposit 288, being staff payroll for the period October 2 to October 13, 2023 in the amount of \$14,622.30 be hereby approved.

BE IT RESOLVED that Direct Deposit 287, being Council indemnities for the month of September, 2023 in the amount of \$4,852.25 be hereby approved.

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Utility Account

BE IT RESOLVED that the October 12, 2023 utility accounts payable, being cheque #'s 1071 to 1083 in the amount of \$11,558.24 be hereby approved.

Statement of Revenues and Expenditures

BE IT RESOLVED that the Statement of Revenues and Expenditures report to September 30, 2023 be received as presented.

Bank Reconciliations

BE IT RESOLVED that the bank reconciliations for the month of September, 2023 be approved as previously circulated.

DELEGATIONS

Department of Transportation – Vehicle Weights and Dimensions on Classes of Highways Regulations

BE IT RESOLVED that that the presentation by Department of Transportation Officers related to vehicle weights and dimensions on various highway classes be received.

Don Zachanowich - Water Crossing Commercial Street by 204 Commercial Street

BE IT RESOLVED that the presentation by Don Zachanowich related to water crossing Commercial Street by 204 Commercial Street be received.

PUBLIC HEARINGS

BE IT RESOLVED that the regular meeting of council be recessed to allow council to hold Public Hearings to receive representations from any person who wish to make them in respect to a variation application.

Public Hearing on Variation Application V3/23 to Increase the Number of Signs for a Home-Based Business from 1 to 2, and to Increase the Size of One Sign from a Maximum of 54 sq. ft. to 65.15 sq. ft. for Property Located in SE ¼ 27-8-19W (Quiring)

WHEREAS all representatives in regard to Variation Application No. V3/23 to increase the number of signs for a home-based business from 1 to 2, and to increase the size of one sign from a maximum of 54 sq. ft. to 65.15 sq. ft. for Lot 1, Plan 63642 located in SE ¼ 27-8-19W (Quiring)have been dealt with;

THEREFORE BE IT RESOLVED that the public hearing be concluded and Council resume its normal order of business.

COMMUNICATIONS

Asset Management SK - NAMS+ Fall Workshop Association of Manitoba Municipalities - September 13 Association of Manitoba Municipalities - September 15 Association of Manitoba Municipalities – September 15 Association of Manitoba Municipalities - September 18 Association of Manitoba Municipalities – September 19 Association of Manitoba Municipalities - September 20 Association of Manitoba Municipalities - September 20 Association of Manitoba Municipalities – September 26 Association of Manitoba Municipalities - September 28 Association of Manitoba Municipalities – October 2 Association of Manitoba Municipalities – October 3 Association of Manitoba Municipalities - October 6 Association of Manitoba Municipalities – October 10 Adele Bowles – Animal Control Issue Canect - Environmental Compliance and Due Diligence Essentials Conference Emergency Management Organization Workshop - November 14, 2023 Federation of Canadian Municipalities – Communique – September 18 Federation of Canadian Municipalities - Communique - September 25 Federation of Canadian Municipalities - Communique - October 2 Federation of Canadian Municipalities - Communique - October 10 Little Bluestem Landscape Architecture – Introduction Manitoba Municipal Relations - 2023 Municipal Operating Grant - Final Payment Office of Drinking Water - Information on Drinking Water Systems

BE IT RESOLVED that the above noted communications be received.

COMMITTEE REPORTS

South Zone Report (Ward 3)

Councillor Fisher – see written report Councillor Jones

North Zone Report (Ward 2)

Councillor Hatch – see written report Councillor Rome

Wawanesa Zone Report (Ward 1)

Councillor McDonald – see written report Councillor McGregor – see written report

Head of Council's Report - see written report

Chief Administrative Officer Report – see written report

Finance Officer Report - see written report

Public Works Report - see written report

Fire Chief's Report - see written report

BE IT RESOLVED that the verbal and written reports be received.

BY-LAWS

None

UNFINISHED BUSINESS

Amendment to Building of Approaches Policy #TRANS008

BE IT RESOLVED that the Building of Approaches Policy #TRANS008 be revised as circulated, related to approaches in residential and commercial areas.

IN-CAMERA SESSION

BE IT RESOLVED that this regular meeting now adjourns to an "in-camera" meeting to discuss a financial matter as per Subsections 152(3)(b)(iii) of The Municipal Act, and all matters discussed in-camera are confidential until discussed in an open meeting as per Section 83(1)(d) of The Municipal Act.

BE IT RESOLVED that this "in camera" meeting does now resume back to a regular meeting.

Outstanding Balance – TC Bailiff

BE IT RESOLVED that

GENERAL BUSINESS

Variation Application V3/23 to Increase the Number of Signs for a Home-Based Business from 1 to 2, and to Increase the Size of One Sign from a Maximum of 54 sq. ft. to 65.15 sq. ft. for Property Located in SE 1/4 27-8-19W (Quiring)

BE IT RESOLVED that Variation Application V3/23 to increase the number of signs for a home-based business from 1 to 2, and to increase the size of one sign from a maximum of 54 sq. ft. to 65.15 sq. ft. for Lot 1, Plan 63642 located in SE 1/4 27-8-19W (Quiring) be approved without conditions.

<u>Application for Tile Drainage – W 9-8-17 WPM (NextGen Drainage Solutions o/b/o</u> <u>Spring Valley)</u>

WHEREAS information has been received from Nextgen Drainage Solutions on behalf of Spring Valley with respect to a proposed tile drainage project located on W 9-8-17 WPM; AND WHEREAS a request has been made to allow the tile drainage system outlet to flow into the undeveloped municipal road allowance of Road 44N;

AND WHEREAS the concerns have been expressed by the Public Works Manager related to adverse effects to 5 Mile Creek, and the ability for the bridge downstream to handle increased volumes of water;

AND WHEREAS the 2010 License to Construct Water Control Works includes the requirement that water is not to be diverted into the new ditch until it is permanently vegetated and stabilized, which has not been done;

THEREFORE BE IT RESOLVED that the request for tile drainage permission and consent from NextGen Drainage Solutions on behalf of Spring Valley to allow the tile drainage system outlet to flow into the undeveloped municipal road allowance of Road 44N be denied.

Request for Letter of Support and to use Treesbank and Methven Roads for Loaded Hauling (Ellis Seeds)

BE IT RESOLVED that

Agreement for Installation of Fibre Optic Cable between the Municipality of Oakland-Wawanesa and RFNow Inc.

BE IT RESOLVED that

Burns Maendel Consulting Engineers Ltd. - Engineering Services Agreement

BE IT RESOLVED that the Engineering Services Agreement provided by Burns Maendel Consulting Engineers Ltd. be received;

And further, that the Administration be directed to investigate the use of such an agreement as a sole source provider.

Gas Tax Project - Carroll Road

BE IT RESOLVED that the costs of the project to rebuild Road 113W (the Carroll Road) in the amount of \$19,765.00 be expended from the Gas Tax Reserve.

NOTICE OF MOTION

Councillor McDonald gave written notice that at the November 17, 2023 meeting of Council, he intends to request a reconsideration of Motion No. 349 (September 15, 2023) with respect to installation of a culvert at the Whippoorwill Condo Development.

Councillor McDonald gave written notice that at the November 17, 2023 meeting of Council, he intends to request a reconsideration of Motion No. 303 (July 21, 2023) with respect to making application under the Low Carbon Economy Fund for a grant for construction of a new public works shop.

Councillor Hatch gave written notice that at the November 17, 2023 meeting of Council, he intends to request a reconsideration of Motion No. 121 (February 21, 2023) with respect to offset requirements for a proposed fibre path addition in 8-8-19W.

Councillor McDonald gave written notice that at the November 17, 2023 meeting of Council, he intends to request a reconsideration of Motion No. 335 (August 18, 2023) with respect to the debenture amount for Water Plant and Lines.

ADJOURNMENT

BE IT RESOLVED that this meeting does now adjourn (time) to meet again on **Friday**, **November 17, 2023** at 9:00 a.m. at Municipal Office in Wawanesa.

Dave Kreklewich, Head of Council

Joni Swidnicki, Chief Administrative Officer

Council Meeting September 15, 2023 at 9:00 a.m. Council Chamber, Wawanesa, MB.

The Council of the Municipality of Oakland-Wawanesa met in the Council Chamber in Wawanesa, Manitoba on Friday, September 15, 2023 at 9:00 a.m. Members Present: Mike Fisher, Craig Hatch, Frank Jones, Bob McDonald, Brett McGregor and Dennis Rome. Head of Council Kreklewich presided.

Staff in attendance: A/Chief Administrative Officer and Finance Officer Elaine McGregor, Public Works Manager Chelsea Long and Videographer Cheryl Fraser

The meeting was open to the public.

CALL TO ORDER - 9:00 a.m.

OATH OF OFFICE

OATH OF OFFICE FOR MEMBER OF COUNCIL

- I, Dennis Rome, do solemnly declare:
 - 1. That I am a Canadian Citizen.
 - 2. That I am of the full age of 18 years.
 - 3. That I am an elector of the Municipality of Oakland-Wawanesa.
 - 4. That I am not disqualified under any provision of *The Municipal Act* or any other Act of the legislature from being a member of the council of the Municipality of Oakland-Wawanesa.
 - 5. That I will act faithfully in the office of councillor without fear, favour, or affection and will truly, faithfully, and impartially, and to the best of my knowledge and ability, execute the duties and responsibilities of the office.

And I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath, and by virtue of *The Canada Evidence Act*.

ADOPTION OF THE AGENDA

McDonald-Hatch

338

BE IT RESOLVED that the agenda for the September 15, 2023 meeting be accepted as presented. CARRIED.

CONFIRMATION OF MINUTES

Fisher-McGregor

339 BE IT RESOLVED that the minutes of the August 18, 2023 regular meeting of Council be hereby approved as circulated. CARRIED.

FINANCE

General Account

340 <u>McDonald-McGregor</u> BE IT RESOLVED that the September 5, 2023 general accounts payables, being cheque #'s 6684 to 6742, in the amount of \$124,046.05 be hereby approved. CARRIED.

Fisher-Jones

341 BE IT RESOLVED that Direct Deposit 280, being staff payroll for the period August 7 to August 18, 2023, in the amount of \$14,735.96 be hereby approved. CARRIED.

McDonald-McGregor

342 BE IT RESOLVED that Direct Deposit 281, being election payroll for the period August 7 to August 18, 2023, in the amount of \$183.74 be hereby approved. CARRIED.

Hatch-Fisher

343 BE IT RESOLVED that Direct Deposit 282, being staff payroll for the period August 21 to September 1, 2023, in the amount of \$14,469.08 be hereby approved. CARRIED.

McGregor-McDonald

344 BE IT RESOLVED that Direct Deposit 283, being Council indemnities for the month of August 2023 in the amount of \$4,362.99 be hereby approved. CARRIED.

Utility Account

Fisher-Hatch

345 BE IT RESOLVED that the September 5, 2023 utility accounts payable, being cheque #'s 1060 to 1070 in the amount of \$15,235.44 be hereby approved. CARRIED.

Statement of Revenues and Expenditures

McDonald-Jones

346 BE IT RESOLVED that the Statement of Revenues and Expenditures report to August 31, 2023, be received as presented. CARRIED.

Bank Reconciliations

McGregor-Fisher

347 BE IT RESOLVED that the bank reconciliations for the month of August 2023 be approved as previously circulated. CARRIED.

DELEGATIONS

Derrick Shearer – Whippoorwill Condo Development

Head of Council Kreklewich declared an interest in the following matter and left the Chamber without discussion or debate.

Hatch-Fisher

348 BE IT RESOLVED that the presentation by Derrick Shearer related to the Whippoorwill Condo Development be received. CARRIED.

Jones-McDonald

349 BE IT RESOLVED that a culvert be installed, and driveways sloped to drain to the east at 204 Commercial Street, Wawanesa MB with costs being billed to Wawanesa Whippoorwill Housing Inc.

AND BE IT FURTHER RESOLVED that work be completed by September 29th, 2023 whereby if Whippoorwill Housing Inc. wishes to choose their own contractor to complete the work, let there be a deadline of September 22nd for completion of the work by the property owner's contractor of choice. CARRIED.

Jones-Hatch

350 BE IT RESOLVED that the Administration prepare the necessary amendments to Building of Approaches Policy # TRANS008 to include all residential properties within the municipality for subsequent Council consideration. CARRIED.

McDonald-Fisher

351 BE IT RESOLVED that the Administration seek solicitor advice on the preparation of a drainage by-law applicable to the municipality for subsequent Council consideration. CARRIED.

PUBLIC HEARINGS

None

COMMUNICATIONS

Age Friendly Manitoba – Community Collaboration Grant Association of Manitoba Municipalities – August 18 Association of Manitoba Municipalities – August 28 Association of Manitoba Municipalities – September 1 Association of Manitoba Municipalities – September 8 Elections Manitoba – Support Voter Registration and Voting Federation of Canadian Municipalities – Communique – August 14 Federation of Canadian Municipalities – Communique – August 28 Federation of Canadian Municipalities – Communique – September 5 Manitoba Hydro – New Overhead Line Installation Manitoba Onsite Wastewater Management Association – Septic Awareness Week 2023 Municipal World – Respect – Promoting Civility in Local Government Prairie Mountain Health – Therapy Dog Team Wawanesa Children's Fair – Thank you to Municipality and to Public Works

352 Jones-McDonald BE IT RESOLVED that the above noted communications be received. CARRIED.

COMMITTEE REPORTS

South Zone Report (Ward 3)

Councillor Fisher added to his written report to state that he had driven many of the roads in the Municipality and Public Works was doing "a bang up job on the roads"

Councillor Jones - nothing to report.

North Zone Report (Ward 2)

Councillor Hatch added to his written report to indicate that the authorities were advising the potato haulers to use the Methven Road. As a result, something needs to be done. This will be added to the agenda for the next Transportation Committee meeting.

Councillor Rome provided a verbal report and expressed concern regarding the large stones in the ditch on Turkey Ranch Road, possibly due to the clay capping and suggested that Public Works be directed to remove them, away from the road and out of the path of the mower. This will be added to the agenda for the next Transportation Committee meeting.

Wawanesa Zone Report (Ward 1)

Councillor McDonald - see written report

Councillor McGregor - see written report

Head of Council's Report - see written report

Chief Administrative Officer Report - see written report

Finance Officer Report

The Finance Officer added to her written report to remind Council that the Tax Sale was scheduled for Tuesday, September 19 at 1:30 p.m. in the Council Chambers.

Public Works Report – see written report

Fire Chief's Report - see written report

McDonald-McGregor

353 BE IT RESOLVED that the verbal and written reports be received. CARRIED.

BY-LAWS

None

UNFINISHED BUSINESS

Notice of Reconsideration – Payment for Dust Control

McDonald-Hatch

354 BE IT RESOLVED that Motion No. 304 (July 21, 2023) with respect to payment for dust control be reconsidered. CARRIED.

355 <u>McDonald-Hatch</u>

BE IT RESOLVED that the Administration be instructed to withhold payment for dust control services due to product quality and/or application. DEFEATED.

Councillor Fisher abstained from voting on the above motion, as he had abstained during the original vote.

McDonald-Jones

356 BE IT RESOLVED that, following the successful reapplication of dust control products, payment in full be rendered to the vendor. CARRIED AS AMENDED.

357 AMENDMENT

358

McGregor-Jones

BE IT RESOLVED that the above motion be amended by removing the words "following the successful reapplication of dust control products" and by removing the words "in full" and replacing therfor the words: "for the second and third application of dust control only." CARRIED.

GENERAL BUSINESS

RFNow Proposed Fibre Path Addition - Road 113W in SE 1/4 18-8-19W

McDonald-McGregor

BE IT RESOLVED that the proposed fibre path for the north side of Road 113W, in the SE ¼ 18-8-19W as outlined on the map attached to correspondence dated August 20, 2023, from RFNow be approved subject to the fibre offset being 1m from the property line and all road crossings being directional drilled and work area restored to its former state. CARRIED.

RFNow Proposed Fibre Path Addition - Road 45N in SW 1/4 23-8-19W and NW 1/4 14-8-19W

Hatch-McGregor

359 BE IT RESOLVED that the proposed fibre path for the north side of Road 45N, east of Hwy. 10 in SW ¼ 23-8-19W and NW ¼ 14-8-19W as outlined on the map attached to correspondence dated August 28, 2023, from RFNow be approved subject to the fibre offset being 1m from the property line and all road crossings being directional drilled and work area restored to its former state. CARRIED.

Purchase of Municipal Right-of-Way in SE 21-7-17W

McGregor-Hatch

360 BE IT RESOLVED that the request to purchase a portion of municipal right-of-way located south of PTH #2 in SE 21-7-17 be denied whereby a letter shall be provided to the applicant outlining that the Municipality does not currently have any interest in opening the road for public use, given its topography and the requirement for bridge construction should it ever be opened. CARRIED.

Observance of National Day for Truth and Reconciliation

McGregor-McDonald

361

WHEREAS the National Day for Truth and Reconciliation falls on Saturday, September 30, 2023;

AND WHEREAS both the Union and Non-Union contracts recognize the day as a Statutory Holiday;

NOW THEREFORE BE IT RESOLVED that the two waste transfer stations be open on Friday, September 29, 2023, from 2:30 p.m. to 6:30 p.m. and closed on Saturday, September 30;

AND BE IT FURTHER RESOLVED that the Municipal Office be closed on Monday, October 2, 2023. CARRIED.

Shingle Disposition by Commercial Contractors – Policy # TRANS012

McGregor-Hatch

362 BE IT RESOLVED that Shingle Disposition by Commercial Contractors Policy # TRANS012 be approved effective October 1, 2023. CARRIED.

MWM Environmental Agreement

McDonald-McGregor

363 BE IT RESOLVED that the agreement with MWM Environmental be extended for another one-year period as proposed including a percentage increase for the 2023 Consumer Price Index increase whereby the extension is to allow for additional input to the Province on the transition of the recycling model to a full Extended Producer Responsibility model. CARRIED.

Municipal Economic Development Infrastructure Program

Hatch-Fisher

364 BE IT RESOLVED that application be made under the Municipal Economic Development Infrastructure Program for the following projects in prioritized order:

- (1) Widening Tower Road through the slough;
- (2) Road 107 W T Intersection north from Turkey Ranch Road and T Road Reconstruction to elevate ½ mile north from Turkey Ranch Road; and

(3) Unit 3 F250 Fire Truck. CARRIED.

Approval of Tax Additions and Deletions

McGregor-Hatch

365

366

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	\$ 46,801.60
Taxes Cancelled	\$ 11,852.24
CARRIED.	

Approval of Change-in-Use Payback Taxes Added

McDonald-McGregor

BE IT RESOLVED that in accordance with Sections 17(5) and 17(7) of The Municipal Assessment Act, the farm use assessment information provided by the Provincial Assessment Branch as change-in-use taxes added in the following amount be approved:

Payback Taxes Added CARRIED. \$2,654.56

Utility Deficit Recovery

McDonald-McGregor

367 WHEREAS Wawanesa Utility incurred audited PSAB, PUB adjusted deficits of \$23,611 in 2021 and \$64,219 in 2022;

AND WHEREAS Wawanesa Utility had a 2022 audited Working Capital Surplus of \$64,384 which is \$15,849 less than the Public Utilities Board minimum requirement of \$80,233;

THEREFORE BE IT RESOLVED that the Municipality of Oakland Wawanesa request that the Public Utilities Board authorize Wawanesa Utility deficits of \$23,611 in 2021 and \$64,219 in 2022 with said deficits to be recovered through transfer from the accumulated cash surplus account of the Utility in the amount of \$71,981 and a deficit rate rider of \$1.86 per 1,000 gallons of water sold over 1 year. CARRIED.

IN-CAMERA SESSION

Fisher-McDonald

368 BE IT RESOLVED that this regular meeting now adjourns to an "in-camera" meeting to discuss a financial matter as per Subsections 152(3)(b)(iii) of The Municipal Act, and all matters discussed in-camera are confidential until discussed in an open meeting as per Section 83(1)(d) of The Municipal Act. CARRIED.

Fisher-Jones

369 BE IT RESOLVED that this "in camera" meeting does now resume back to a regular meeting. CARRIED.

Request for Proposal – Engineering Services - Drainage

Fisher-McDonald

367 BE IT RESOLVED that Public Works be directed to proceed with drainage reconstruction from Fourth Street to Mill Street to a maximum of \$15,000 using a local contractor whereby expenses shall be expended from the Gas Tax Reserve. CARRIED.

ADJOURNMENT

Jones Hatch

371 BE IT RESOLVED that this meeting does now adjourn (10:57 a.m.) to meet again on **Friday, October 20, 2023** at 9:00 a.m. at Municipal Office in Wawanesa. CARRIED.

Dave Kreklewich, Head of Council

Elaine McGregor, A/Chief Administrative Officer

Report Date 10/12/2023 11:20 AM

Municipality of Oakland-Wawanesa List of Accounts for Approval As of 10/12/2023 Batch: 2023-00234 to 2023-00260

Payment # Date Vendor Name Invoice # Reference Invoice Amount Payment Amount Bank Code: AP - AP-GENERAL BANK ACCOUNT Computer Cheques: 6743 09/13/2023 Munisight Ltd. 307304568 Lic. Subscription 07/23-06/24 4,742.87 4,742.87 6744 09/13/2023 MuniSight 307304763 Website Annual Maintenance 6,737.19 6,737.19 6745 09/13/2023 Inland Kenworth dba 60026485 Gravel Truck Rental 1,223.96 1,223.96 6746 09/13/2023 International Union Aug 2023 Union - Aug 2023 398.24 398.24 6747 09/13/2023 Investia Financial Aug 2023 RRSP #N337111749 451.84 451.84 6748 09/13/2023 **Kelty Business Solutions** CW-9497 managed IT service 1,376.26 1,376.26 6749 09/13/2023 Dwayne Logan 09/11/2023 Library Services 2023 50.00 50.00 6750 09/13/2023 MEBP Aug 2023 Aug 2023 Remittance 4,592.48 4,592.48 6751 09/13/2023 **Receiver General** Aug 2023 Aug 2023 Remittance 14,833.33 14,833.33 6752 09/13/2023 **Super Plumbing & Heating** W16508 Clean HRV, AC unit, filter 257.49 W16509 rooter 162.97 420.46 6753 09/13/2023 **Urban Tactical Ltd** 36393831757730 5.11 Strvke Pant 130.10 36393831758860 5.11 Stryke Pant 132.11 36393831760526 5.11 Stryke Pant 2,983.68 3,245.89 6754 09/19/2023 **Fred Gilbert Trucking** 2007909 Gravel hauling 2023 41,307.71 41,307.71 6755 09/19/2023 Sandra Gullett Library 2023 Library Membership 2023 50.00 50.00 6756 09/19/2023 Hitrac IH69788 1 Cap 201-2023 163.61 163.61 6757 09/19/2023 wrong vendor for invoices 6758 09/19/2023 **MWM Environmental** 70363 Green Acres Colony 159.52 70361 Nesbitt 159.52 70360 Carroll 159.52 70362 Wawa. Post Office 159.52 70359 Waste & Recycling Wawa 5,049.29 70358 Waste & Recycling Oakland 3,871.54 9,558.91 6759 09/19/2023 **Nesbitt Community Club** By-Election/23 Hall Rental Election 240.00 240.00

Report Date 10/12/2023 11	:20 AM		Municipality of Oakland-Wawanesa List of Accounts for Approval As of 10/12/2023 Batch: 2023-00234 to 2023-00260		Page 2
Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
6760	09/19/2023	Prairie Liquid Fe	eds(MB) Ltd		
		42583	Dust Control	2,684.81	
		42689	Dust Control	2,169.72	4,854.53
6761	09/19/2023	Vivian Thorgeirs	on	1 0 1 1 1 1 1 1	29 (2024) 1022004 (402
		Library 2023	Library Membership 2023	50.00	50.00
6762	09/19/2023	-		00.00	00.00
0102	00/10/2020	PS630839062	Hose AS	337.05	
		PS630839061	KIT, Key	174.89	511.94
6763	09/19/2023		Kii, Key	174.05	511.94
5705	09/19/2023	14-0 B 1 2 5	Office over lies (weter)	07.00	
		57890	Office supplies (water)	27.00	27.00
6764	09/19/2023				
		49369615	Internet	128.79	128.79
6765	09/21/2023	Adam Ariss			
		Return Sep19/23	Change on Tax Sale Purchase	290.57	290.57
5766	09/21/2023	Gold Business S	olutions		
		55M1351125	photocopier charges	209.53	209.53
767	09/21/2023	Minister Of Finan	ce-Manitoba		
		1800175398	2023 Tax Statements/Download	639.04	639.04
768	09/21/2023	MWM Environme	ntal		
		72298	Green Acres Colony	159.52	
		72297	Wawa. Post Office	159.52	
		72296	Nesbitt	159.52	
		72295	Carroll	159.52	
		72294	Waste & Recycling Wawa	4,875.97	
		72293	Waste & Recycling Oakland	4,295.58	9,809.63
769	09/21/2023	Petty Cash			
		Sep19/20	office supplies	131.85	131.85
770	09/21/2023	TAXervice			
		Sep 20, 2023	Tax Sale Costs 2023	2,424.00	2,424.00
771	09/26/2023	Bell MTS			
		09102023	204 824-2666	309.78	
		09102023-1	204 824-2602	62.84	372.62
772	09/26/2023	Brandon Sun			
		BSI10061	Clay Capping	75.81	
		BSI10580	Clay Capping	75.81	
		BSI10581	Notice of Elections	155.93	
		BSI11061	Engineering Services	64.42	
		BSI11619	Notice of Nominations	64.42	
		BSI12131	Board of Revision	154.46	590.85
73	09/26/2023	Brandt			
		1367621	wash grader to be worked on	735.95	735.95
74	09/26/2023	CWB NATIONAL L	_		
		18641163	MTS National Leasing	132.16	132.16
					104.10

Report Date 10/12/2023 11:20 AM

Municipality of Oakland-Wawanesa List of Accounts for Approval As of 10/12/2023 Batch: 2023-00234 to 2023-00260

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
					-
6776	00/26/2022	26031	Schulte Mower	1,395.54	1,395.54
0//0	09/26/2023	Heritage Co-Op (291641 Sep 2023	Fuel & Supplies	10 602 87	10 600 07
6777	09/26/2023			10,623.87	10,623.87
	00/20/2020	76323 Sep 2023	MOW Fire Fuel & supplies	527.59	527.59
6778	09/26/2023	Chelsea Long 57940920817402	Pesticide coursebook	126.00	126.00
6779	09/26/2023	Wendy Petersen Sep 25/23	Animal Control	162.84	162.84
6780	09/26/2023			102.04	102.04
		854708	MSA G1 for Fire Service	34,119.75	34,119.75
6781	09/26/2023	The UPS Store			• •
		59541	shredding	35.22	35.22
5782	09/26/2023	Westman Commu	nications Group		
		09142023	internet	137.71	137.71
5783	10/06/2023				
		AMM12908	Culvert Ditching Project	7,526.65	7,526.65
784	10/06/2023				
705	10/00/0000	1367641	check codes	209.57	209.57
785	10/06/2023	Canadian Linen & 5503172047	mat services	100.00	100.00
786	10/06/2023		mat services	102.68	102.68
100	10/00/2023	189887	shop supplies	256.87	
		189477	shop supplies	206.91	463.78
787	10/06/2023	Inland Kenworth d	ba		
		60026076	Rental Jul 5- Jul 11	1,223.96	
		60026695	Rental Aug 30- Sep 5	1,223.96	
700	40/00/0000	60026786	Rental Sep 6- Sep 12	1,223.96	3,671.88
788	10/06/2023	Kelty Business So CW-9643		05.00	
789	10/06/2023	Chelsea Long	IT Hourly Billing -(emails)	35.00	35.00
	10/00/2023	Cdn Tire Sep/23	Grass Seed	255.95	255.95
790	10/06/2023	Manitoba Hydro		200.00	200.90
		7592 Sep 2023	NE 2-8-19 Treesbank Well	35.03	
		8510 Sep 2023	319 Main St.	70.72	
		4738 Sep 2023	315 Main St.	29.61	
		3222 Sep 2023	106 4th St.	156.92	
791	10/06/2023	1601 Sep 2023	120 Commercial St.	89.26	381.54
51	10/06/2023	Rocky Mountain Ec P66433	Case Tractor	295.07	
		P66425	Case Tractor	295.07 551.19	846.26
'92	10/06/2023	Rusty Bucket Auto		501.10	0-0.20
	ton concept of 20 million for the	13192	2011 GMC Sierra Repairs	1,534.67	1,534.67
'93	10/06/2023	Tessa Burney		- <u>-</u>	

Report Date 10/12/2023 11:2	20 AM		List of Accounts for Approval As of 10/12/2023 Batch: 2023-00234 to 2023-00260		Page 4
Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		04	Office Cleaning	210.00	210.00
6794	10/06/2023	Traffic Logix Co	rporation		
		SIN22318	Bluetooth Radio	209.74	209.74
6795	10/06/2023	Wawanesa Back	choe Services		
		109239	Culvert Ditching Project 4th	6,449.63	6,449.63
6796	10/12/2023	Cross Country F	Field Services		
		1253	Brush Cutting	4,557.00	4,557.00
6797	10/12/2023	Driedger Raquel			,
		10/10/23	Library Services	50.00	50.00
6798	10/12/2023	International Un	ion		
		Sep 2023	Union - Sep 2023	526.78	526.78
6799	10/12/2023	Investia Financia	al		
		Sep 2023	RRSP #N337111749	680.62	680.62
6800	10/12/2023	Manitoba Hydro			
		8862 Sep 2023	Hydro Carroll Lighting	140.32	
		8113 Sep 2023	Hydro Shop Nesbitt	141.80	
		8992 Sep 2023	Hydro Nesbitt Lighting	145.49	
		5941 Sep 2023	Hydro SE 11-8-19	33.86	ž.
		8705 Sep 2023	Hydro Wawa. Lighting	1,091.20	1,552.67
6801	10/12/2023	Tyler Mayo			
		Oct 11/23	Wood for the WTS Wawa	140.00	140.00
6802	10/12/2023	MEBP			
		Sep 2023	Sep 2023 Remittance	6,824.08	6,824.08
6803	10/12/2023	Receiver General			
		Sep 2023	Sep 2023 Remittance	19,026.55	19,026.55
6804	10/12/2023	TTES Consulting			
		5847	Afterburg Limits	535.50	535.50
				Total for AD:	212 220 20

Municipality of Oakland-Wawanesa

Total for AP: 213,220.28

GRAND TOTAL FOR 055547	VALID TRANS FOR 055547 REJECTED TRANS FOR 055547 T-ERROR TRANS FOR 055547	2023 SEP 15 2023 SEP 15	DUE DATE VALUE DATE	FILE CREATION DATE:	FILE CREATION NUMBER:	MUNICIPALITY OF OAKLAND-WAWANE	ROYAL BANK REPORT NO.: 0106-00000 05 RUN DATE: 2023 SEP 14 RUN TIME: 06:42:37
		5 2023 SEP 14	SELECT DATE	2023 SEP 13	0284	ANE 055547-0000	0555470000 FILE I
11 .	11 0	11	NUMBER OF PAYMENTS			PDS CAD INST/BRANCH: 0003	PAYMENT DISTRIBUTION SERVICE FILE INPUT PAYMENT CONFIRMATION REPORT
13,467.49CR	13,467.49CR 0.00CR 0.00CR	13,467.49CR	TOTAL AMOUNT			ACCOUNT NO. 1001585	BUSINESS DATE: 2023 SEP 14

If Payroll Sept 4 to Sept 15, 2023

GRAND TOTAL FOR 055547	VALID TRANS FOR 055547 REJECTED TRANS FOR 055547 T-ERROR TRANS FOR 055547	2023 SEP 01 2023 SEP 14	DUE DATE VALUE DATE	FILE CREATION DATE:	FILE CREATION NUMBER:	MUNICIPALITY OF OAKLAND-WAWANE	ROYAL BANK REPORT NO.: 0106-00000 RUN DATE: 2023 SEP 14 RUN TIME: 06:44:10
		14 2023 SEP 14	TE SELECT DATE	2023 SEP 13	0285	NAWANE 055547-0000	05554700000 F1
		14		3		100 PDS CAD	AYMENT DISTRIBUTIO LLE INPUT PAYMENT
Ц	004	1	NUMBER OF PAYMENTS			INST/BRANCH: C	PAYMENT DISTRIBUTION SERVICE FILE INPUT PAYMENT CONFIRMATION REPORT
			TOT			0003	
279.15CR	279.15CR 0.00CR 0.00CR	279.15CR	TOTAL AMOUNT			ACCOUNT NO. 1001585	BUSINESS DATE:
							2023 ¹ SEP 14

Chections Payroll Sept 4 - Sept 15, 2023

GRAND TOTAL FOR	VALID TRANS FOR 055547 REJECTED TRANS FOR 055547 T-ERROR TRANS FOR 055547	2023 SEP 29	DUE DATE	FILE CREATION DATE:	FILE CREATION NUMBER:	MUNICIPALITY OF OAKLAND-WAWANE	ROYAL BANK REPORT NO.: 010 RUN DATE: 202 RUN TIME: 08:
055547	055547 FOR 055547 OR 055547	2023 SEP 29	VALUE DATE	ATE:	UMBER:	OAKLAND-WAWANE	0106-00000 2023 SEP 08:54:00 28
		2023 SEP 28	SELECT DATE	2023 SEP 28	0286	055547-0000	
			NUMBEF			PDS CAD	PAYMENT DISTRIBUTION SERVICE FILE INPUT PAYMENT CONFIRMATION REPORT
12	12 0	12	NUMBER OF PAYMENTS			INST/BRANCH: 00	TRMATION REPORT
1	Ц	1	ц			0003	
14,307.13CR	14,307.13CR 0.00CR 0.00CR	14,307.13CR	TOTAL AMOUNT			ACCOUNT NO. 1001585	BUSINESS DATE:
							2023 ¹ SEP 28

Staff Payroll Sept 18- Sept 29, 2023

GRAND TOTAL FOR	VALID TRANS FOR 055547 REJECTED TRANS FOR 055547 T-ERROR TRANS FOR 055547	2023 OCT 13 2	DUE DATE V	FILE CREATION DATE:	FILE CREATION NUMBER:	MUNICIPALITY OF OAKLAND-WAWANE	ROYAL BANK REPORT NO.: 0106-00000 RUN DATE: 2023 OCT 12 RUN TIME: 08:08:39
055547	0555547 0555477	2023 OCT 13	VALUE DATE	••	ER:	KLAND-WAWANE	0000 CT 12 39
		2023 OCT 12	SELECT DATE	2023 OCT 12	0288	055547-0000	
			NUMBE]			PDS CAD	PAYMENT DISTRIBUTION SERVICE FILE INPUT PAYMENT CONFIRMATION REPORT
11	11 0	11	NUMBER OF PAYMENTS			INST/BRANCH:	ERVICE FIRMATION REPORT
						0003	
14,622.30CR	14,622.30CR 0.00CR 0.00CR	14,622.30CR	TOTAL AMOUNT			ACCOUNT NO. 1001585	BUSINESS DATE:
							2023 ¹ ост 12

Staff Payroll Oct 2 to Oct 13, 2023

VALID TRANS FOR 055547 REJECTED TRANS FOR 055547 T-ERROR TRANS FOR 055547 GRAND TOTAL FOR 055547	2023 OCT 15 2023 OCT 16 2	DUE DATE VALUE DATE S	FILE CREATION DATE: 20	FILE CREATION NUMBER: 02	MUNICIPALITY OF OAKLAND-WAWANE	ROYAL BANK REPORT NO.: 0106-00000 0555470000 RUN DATE: 2023 OCT 10 RUN TIME: 13:21:13
	2023 OCT 13	SELECT DATE	2023 OCT 10	0287	055547-0000	
		N			PDS CAD	NT DISTRIBUTION NPUT PAYMENT
7 007	7	NUMBER OF PAYMENTS			INST/BRANCH: 0003	PAYMENT DISTRIBUTION SERVICE FILE INPUT PAYMENT CONFIRMATION REPORT
4,852.25CR 0.00CR 0.00CR 4,852.25CR	4,852.25CR	TOTAL AMOUNT			ACCOUNT NO. 1001585	BUSINESS DATE:
						2023 ¹ 0CT 10

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Report Date 10/12/2023 11:20 AM

Municipality of Oakland-Wawanesa List of Accounts for Approval As of 10/12/2023 Batch: 2023-00234 to 2023-00260

Payment # Date Vendor Name Invoice # Reference Invoice Amount Payment Amount Bank Code: UT - UT-ACCOUNTS PAY Computer Cheques: 1071 09/13/2023 Gardewine North 5518672874-00 cleartech freight 448.08 448.08 1072 Super Plumbing & Heating 09/13/2023 W16515 shut off valve 203 James st 317.01 317.01 1073 09/13/2023 Way To Go Consulting Inc. D5/823 Prep 2021&2022 PUB Schedule 420.00 420.00 1074 09/19/2023 **ALS Labratory Group** 3311367424 Water Samples 59.85 59.85 1075 09/19/2023 G & R Electric 21588 Locate Aug 28 341.05 341.05 1076 09/19/2023 **Gardewine North** 5518672784-00 cleartech freight 203.02 5518965671-00 cleartech freight 468.09 671.11 1077 09/19/2023 Southwest Vac Services Ltd 3901 Noton Cres Water Hookup 2,218.13 2,218.13 1078 09/19/2023 Wawanesa Backhoe Services 109238 Water Break McDougall 496.13 496.13 1079 09/19/2023 Wolseley Canada Inc. 8342325 supplies 117.53 117.53 1080 09/26/2023 **ALS Labratory Group** 3311371823 Water Samples 59.85 59.85 1081 09/26/2023 **GW Vaccum Truck Service** 17306 Sep 7 Water Line Break 1,129.80 1,129.80 09/26/2023 1082 Wilton, Drew Sep 2023 September 2023 4,032.13 4,032.13 1083 10/06/2023 Manitoba Hydro 6775321 Sep/23 New well 200.65 6522379 Sep/23 Pole 4B Water St. 156.03 6744702 Sep/23 Lot 0 BI 2 PI 95 156.92 6543450 Sep/23 301 Park St. 733.97 1,247.57 Total for UT: 11,558.24

MUNICIPALITY OF OAKLAND-WAWANESA GENERAL OPERATING FUND REVENUES AND EXPENDITURES

For the Period Ending September 30, 2023

	Actual
REVENUES	
Other Revenues	427,519.70
640-100-110 - Transfer from Replacement Reserve	43,617.88
640-100-123 - Transfer from Gas Tax Reserve - W	74,525.00
TOTAL REVENUES:	545,662.58
EXPENDITURES	
Basic Expenditures	
510-000-000 - General Gov't Services	428,528.73
520-000-000 - Protective Services	92,853.64
530-100-000 - Transportation Services	593,113.18
540-100-000 - Environmental Health Services	98,751.26
560-100-000 - Environmental Development Services	1,762.90
570-100-000 - Economic Development Services	32,896.95
580-100-000 - Recreation & Culture	4,165.00
590-990-000 - TF-Transfers & Surplus Appr	292,479.83
Total Basic Expenditures:	1,544,551.49
TOTAL EXPENDITURES:	1,544,551.49
NET OPERATING SURPLUS/(DEFICIT)	(998,888.91)

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MUNICIPALITY OF OAKLAND-WAWANESA GENERAL OPERATING FUND - REVENUES & TRANSFERS

For the Period Ending September 30, 2023

	Budgeted	Actual	Variance	Var %
OTHER REVENUES				
Added Taxes				
410-100-110 - Taxes Added to Roll - O	30,000.00	31,431.27	1,431.27	5
410-100-111 - Taxes Added to Roll - W	10,000.00	5,995.50	(4,004.50)	40-
Licenses, Permits & Fines				
450-100-100 - Licenses - Business & Lottery	150.00	172.50	22.50	15
450-100-120 - Development Permits	7,000.00	3,100.00	(3,900.00)	56-
450-100-122 - Approaches Permits	300.00	300.00		
450-100-130 - Key Charges	200.00	300.00	100.00	50
450-100-145 - Aggregate Transport Fees	5,000.00	10,272.61	5,272.61	105
450-100-190 - Grazing Leases	705.24	564.19	(141.05)	20-
450-100-192 - Animal Control Fines	300.00	2,880.85	2,580.85	860
Protective Services				
440-100-125 - Donations to Fire Department		2,850.00	2,850.00	
440-100-126 - Donations to Emergency Medical Response		19,181.00	19,181.00	
450-100-165 - Fire Calls	10,000.00	6,255.00	(3,745.00)	37-
450-100-168 - Fire Department Agreements	6,276.50	2,240.00	(4,036.50)	64-
Environmental				
450-100-150 - MMSM & WRARS Payments	32,000.00	17,163.18	(14,836.82)	46-
450-100-158 - Waste Disposal - Tire Recycling	500.00	111.50	(388.50)	78-
450-100-160 - Waste Disposal - Shingles	1,000.00	1,090.00	90.00	9
450-100-162 - Waste Disposal - Scrap Metal	6,000.00	4,851.84	(1,148.16)	19-
450-100-163 - Recycling Contracts - Green Acres	1,805.44	1,805.44		
Sales of Service				
420-100-130 - Sales of Service - Transportation		26,380.00	26,380.00	
420-100-140 - Sales of Service - WTS	10,750.00	5,000.00	(5,750.00)	53-
Sales & Rentals				
420-100-185 - Tax Certificate Revenue	4,000.00	1,600.00	(2,400.00)	60-
420-100-190 - Sales of Goods (Maps, Pins)	600.00	486.35	(113.65)	19-
420-100-200 - Rentals/Lease	1,200.00	1,200.00		
420-100-210 - Mobile Home Rentals	9,600.00	8,000.00	(1,600.00)	17-
450-100-170 - Sale of Land		12,296.25	12,296.25	
Interest & Penalties				
410-100-120 - Tax and Redemption Penalties	18,000.00	12,521.77	(5,478.23)	30-
460-100-102 - Investment Income	9,000.00	6,488.35	(2,511.65)	28-
460-100-110 - Patronage Dividends	2,200.00	2,494.00	294.00	13
Other Income		10.005.00		
490-100-100 - Sundry - Miscellaneous Revenue	2,500.00	12,925.83	10,425.83	417
490-100-103 - SRR Portion of Shared Staff	10,434.00		(10,434.00)	100-
490-100-104 - SRR Contribution to Office Expenses	500.00		(500.00)	100-
Grants & Donations				<u>R</u>
430-100-100 - Unconditional Grants - Municipal Operati	238,000.00	144,841.37	(93,158.63)	39-
440-100-110 - Conditional Grants	14,881.00	29,711.90	14,830.90	100
440-100-115 - Charitable Donations/Grants Received		3,400.00	3,400.00	

MUNICIPALITY OF OAKLAND-WAWANESA GENERAL OPERATING FUND - REVENUES & TRANSFERS

For the Period Ending September 30, 2023

			Variance	Var %
	Budgeted	Actual		
Federal Gov't Grants				
430-100-130 - Canada Community Building Fund - O	66,145.33	33.072.67	(33,072.66)	50-
430-100-135 - Canada Community Building Fund - W	33,072.67	16,536.33	(16,536.34)	50-
TRANSFERS				
640-100-110 - Transfer from Replacement Reserve	53,200.00	43,617.88	(9,582.12)	18-
590-900-900 - Transfer from Fire Reserve	40,000.00	,	(40,000.00)	100-
640-100-122 - Transfer from Gas Tax Reserve - O	130,000.00		(130,000.00)	100-
640-100-123 - Transfer from Gas Tax Reserve - W	120,000.00	74,525.00	(45,475.00)	38-
640-100-124 - Transfer from Emergency Mitigation Reser	2,000.00		(2,000.00)	100-
TOTAL OTHER REVENUES & TRANSFERS:	877,320.18	545,662.58	(331,657.60)	38-

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MUNICIPALITY OF OAKLAND-WAWANESA GENERAL OPERATING FUND - EXPENDITURES

For the Period Ending September 30, 2023

		Budgeted	Actual	Variance	Var %
FXP	ENDITURES	Duugeteu	Actual		
GENERAL GOVERNMENT SERVICES	LINDITOILLO				
Legislative					
510-100-100 - GG - Legislative - Head of Council		13,638.14	9,441.33	4,196.81	31
510-100-101 - GG - Councillors		66,426.30	43,264.75	23,161.55	35
510-100-102 - GG - Other Leg. Services - Mileage		5,000.00	1,016.18	3,983.82	80
510-100-104 - GG - Ward Meetings		1,000.00		1,000.00	100
Total Legislative:		86,064.44	53,722.26	32,342.18	38
General Administrative					
510-100-108 - GG - CAO		89,250.00	68,654.00	20,596.00	23
510-100-109 - GG - Finance Officer		72,170.87	55,296.28	16,874.59	23
510-100-113 - GG - Admin. Salaries		34,998.11	27,343.86	7,654.25	22
510-100-114 - GG - Admin Assistant		42,408.48	32,616.11	9,792.37	23
510-100-116 - GG - Green Team - Office		6,650.00	7,036.48	(386.48)	6-
510-100-222 - GG - Clerk & Staff Training & Education		2,500.00	2,257.44	242.56	10
510-110-120 - GG - Admin & Employee Benefits		32,800.00	27,825.02	4,974.98	15
510-200-200 - GG - Office Contract Services		300.00	1.226.75	(926.75)	309-
510-200-201 - GG - Mileage - Office		300.00	41.45	258.55	86
510-200-210 - GG - Legal Contract Services		7,000.00	8,112.09	(1,112.09)	16-
510-200-220 - GG - Audit Contract Services		15,000.00	10,159.65	4,840.35	32
510-200-230 - GG - Assessment Contract Services		38,500.00	10,105.00	38,500.00	100
510-200-240 - GG -Taxation (Municipal Properties)		22,262.64	23,714.95	(1,452.31)	7-
510-200-260 - GG - Photocopier Charges		2,400.00	1,660.66	739.34	31
510-200-300 - GG - Meals		400.00	603.33	(203.33)	51-
510-200-360 - GG - Building Maint/Renovation		1,000.00	1,186.64	. ,	51- 19-
510-200-366 - GG - Computers and Software		37,700.00	34,192.10	(186.64) 3,507.90	
510-200-370 - GG - Newspaper Advertising		4,000.00	1,597.92		9
510-300-200 - GG - Hydro -Office		4,000.00	2,604.06	2,402.08	60
510-300-202 - GG - Phone & Internet		4,000.00		1,395.94	35
510-400-200 - GG - Office Supplies		15,000.00	6,112.51	4,387.49	42
510-400-200 - GG - Postage			9,375.01	5,624.99	38
-		6,200.00	6,676.96	(476.96)	8-
Total General Administrative:	44	45,340.10	328,293.27	117,046.83	26
Other General Government					
510-400-310 - GG - Elections		2,000.00	2,906.19	(906.19)	45-
510-400-320 - GG - Conv. & Training Registrations		4,000.00	645.00	3,355.00	84
510-400-321 - GG - Convention Daily Indemnities		3,475.00		3,475.00	100
510-400-322 - GG - Convention/Seminar Mileage		1,200.00	717.79	482.21	40
510-400-323 - GG - Convention Expense		6,000.00	1,202.75	4,797.25	80
510-400-330 - GG - Damage Claims & Liability Insurance	3	32,500.00	35,347.17	(2,847.17)	9-
510-400-350 - GG - Membership Fees		5,200.00	5,168.60	31.40	1
510-400-360 - GG - Other General Government -Sundry		800.00	0.01	799.99	100
510-500-500 - GG - General Govt. Grants		6,500.00	4,770.00	1,730.00	27
510-500-510 - GG - Library Services		1,500.00	600.00	900.00	60
510-900-910 - GG - Health Care Spending Account	1	10,000.00	6,886.46	3,113.54	31
510-900-930 - GG - Bank Charges & Interest		2,700.00	4,469.23	(1,769.23)	66-
510-900-950 - Recoveries (Deduct) Utilities	(1	16,200.00)	(16,200.00)		
Total Other General Government:	5	59,675.00	46,513.20	13,161.80	22
TOTAL GENERAL GOVERNMENT SERVICES:	59	91,079.54	428,528.73	162,550.81	28

MUNICIPALITY OF OAKLAND-WAWANESA GENERAL OPERATING FUND - EXPENDITURES

For the Period Ending September 30, 2023

	Budgeted	Actual	Variance	Var %
PROTECTIVE SERVICES Fire				
520-200-165 - PS - FIRE - Retainer Fees-Bdn/Souris	23,000.00	12,269.25	10,730.75	47
520-300-102 - PS - Renumeration, Drills, Fires	16,500.00	2,622.35	13,877.65	84
520-300-104 - PS - Building Operation and Maintenance	3,000.00	785.61	2,214.39	74
520-300-106 - PS - Repairs and Replacement, Tools	12,000.00	7,595.03	4,404.97	37
520-300-108 - PS - Insurance	22,900.00	10,730.12	12,169.88	53
520-300-110 - PS - Fire - Utilities	11,000.00	4,915.40	6,084.60	55
520-300-112 - PS - Fire Fighting Gear and Equipment	24,800.00	23,971.94	828.06	3
520-300-113 - PS - FF Gear purchased from Donations	,	2,500.00	(2,500.00)	Ŭ
520-300-114 - PS - Fuel	4,000.00	2,853.93	1,146.07	29
520-300-116 - PS - Fire Hydrant Rentals	4,750.00	_,	4,750.00	100
520-400-110 - PS - Fire - Materials & Supplies Misc.	5,000.00	2,003.84	2,996.16	60
520-500-110 - PS - Flood Protection & Prevention	2,000.00	_,	2,000.00	100
Total Fire:	128,950.00	70,247.47	58,702.53	46
Emergency Measures				
520-200-120 - PS - 911 Agreement	8,332.92	8,332.92		
520-200-130 - PS - Emergency Measures Organization	3,000.00	1,040.00	1,960.00	65
520-200-132 - PS - EMR/First Response Renumeration	2,500.00	.,	2,500.00	100
520-200-133 - PS - EMR/Frst Response Training	1,500.00		1,500.00	100
520-200-134 - PS - EMR/First Response Start Up Costs	5,275.00		5,275.00	100
520-200-135 - PS - Paramedic Association Memberships	5,600.00	3,453.50	2,146.50	38
520-200-136 - PS - EMR Equip purchased from Donations		6,631.24	(6,631.24)	
Total Emergency Measures:	26,207.92	19,457.66	6,750.26	26
Other Protection				
520-200-210 - PS - Building-Fire-Plumb Inspections	6,760.00		6,760.00	100
520-200-260 - PS - Animal & Pest Control	4,800.00	3,148.51	1,651.49	34
Total Other Protection:	11,560.00	3,148.51	8,411.49	73
TOTAL PROTECTIVE SERVICES:	166,717.92	92,853.64	73,864.28	44
TRANSPORTATION SERVICES				
Public Works Employees & Benefits				
530-100-110 - TS - PW Foreman Wages	78,113.00	56,753.59	21,359.41	27
530-100-111 - TS - PW Operators Wages	61,019.00	48,632.90	12,386.10	20
530-100-112 - TS - PW Operators Wages	57,799.00	47,721.37	10,077.63	17
530-100-113 - TS - PW Operator	52,647.00	26,031.45	26,615.55	51
530-100-114 - TS - PW Seasonal	18,000.00	7,771.36	10,228.64	57
530-100-115 - TS - PW Seasonal - (Green Team)	7,000.00	6,548.68	451.32	6
530-100-116 - TS - Equip Operators Allowances	3,000.00	1,216.17	1,783.83	59
530-100-117 - TS - Workers Compensation & Safety	4,500.00	4,066.00	434.00	10
530-100-130 - TS - Dust Control	4,000.00	(3,089.12)	7,089.12	177
530-110-120 - TS - Employee Benefits	36,000.00	28,965.59	7,034.41	20
530-110-125 - TS - Employee Training & Education	1,000.00	225.00	775.00	78
530-200-116 - TS - Equipment Insur & Registration	27,000.00	32,602.32	(5,602.32)	21-
530-200-135 - TS - Road Main. Gravel Trucking	40,000.00	39,340.68	659.32	2
530-200-136 - TS - Road Maintenance		15,580.37	(15,580.37)	
530-300-100 - TS - Street Lighting-Carroll & Nesbitt	3,200.00	2,165.04	1,034.96	32
530-300-110 - TS - Street Lighting - Wawa	13,200.00	8,272.64	4,927.36	37
530-300-115 - TS - Manager's Cell Phone	1,510.00	959.81	550.19	36

MUNICIPALITY OF OAKLAND-WAWANESA GENERAL OPERATING FUND - EXPENDITURES

For the Period Ending September 30, 2023

			Variance	Var %
	Budgeted	Actual		
530-300-116 - TS - Nesbitt & Wawa Shops Utility	10,800.00	5,064.76	5,735.24	53
530-400-111 - TS - Equipment Fuel	117,000.00	61,914.67	55,085.33	47
530-400-114 - TS - Equip Repairs - Mower Attachments		2,079.06	(2,079.06)	
530-400-115 - TS - Equip Repairs & Maint - Misc	3,500.00	2,789.07	710.93	20
530-400-116 - TS - Work Shop & Yard Operations	35,000.00	26,241.67	8,758.33	25
530-400-117 - TS - Equip. Repairs - Shulte Mower	3,000.00	2,052.01	947.99	32
530-400-118 - TS - Equip. Repairs NH Loader - W	1,500.00	2,868.68	(1,368.68)	91-
530-400-119 - TS - Equip. Repairs - Loader	3,000.00	6,630.41	(3,630.41)	121-
530-400-120 - TS - Equip Repairs-Loader Attachments		117.29	(117.29)	
530-400-121 - TS - Equip. Repairs - Graders	20,000.00	22,899.83	(2,899.83)	15-
530-400-122 - TS - Equip Repairs - CASE IH Tractor	2,500.00	686.81	1,813.19	73
530-400-123 - TS - Equip. Repair - Gravel Trailer	3,000.00	3,686.34	(686.34)	23-
530-400-125 - TS - Equip Repairs - Backhoe	2,000.00	0,000.01	2,000.00	100
530-400-126 - TS - Equip Repairs - F550	3,500.00	774.99	2,725.01	78
530-400-127 - TS - Equip Repairs - 2011 GMC Truck	1,500.00	1,600.72	(100.72)	7-
530-400-128 - TS - Equip Repairs - 2019 GMC Sierra	1,500.00	300.90	1,199.10	80
530-400-129 - TS - Equip Repairs - Kenworth Tandem	1,000.00	4,219.36	(3,219.36)	322-
530-400-131 - TS - Road Main. Gravel Crushing	66,300.00	64,036.70	2,263.30	322-
530-400-133 - TS - Road Mtce - Wawa Sand & Salt,Gravel	2,000.00	3,744.00	(1,744.00)	87-
530-400-134 - TS - Truck Rental	30,000.00	19,033.81		
530-400-148 - TS - Material & Supplies - W	30,000.00		10,966.19	37
530-400-150 - TS - Sidewalks & Boulevards	2 000 00	702.42	(702.42)	100
530-400-160 - TS - Bridges, Culverts & Drainage - W	3,000.00		3,000.00	100
530-400-161 - TS - Bridges, Culverts & Drainage - O	15,000.00	00 405 70	15,000.00	100
530-400-191 - TS - Show & Ice Removal - O	2 000 00	29,495.79	(29,495.79)	100
	3,000.00	7 000 04	3,000.00	100
530-400-220 - TS - Traffic Services - O 530-400-225 - TS - Traffic Services - W	4,000.00	7,038.31	(3,038.31)	76-
530-400-225 - TS - Trainc Services - W 530-400-310 - TS - Asset Management	2,000.00	1,114.48	885.52	44
•	3,100.00	257.25	2,842.75	92
Total Public Works Employees & Benefits:	745,188.00	593,113.18	152,074.82	20
TOTAL TRANSPORTATION SERVICES:	745,188.00	593,113.18	152,074.82	20
ENVIRONMENTAL HEALTH SERVICES				
Environmental Health Services				
540-100-110 - EH - WTS - Wages - W	14,500.00	10,379.88	4,120.12	28
540-110-120 - EH - Employee Benefits - WTS-W	2,100.00	934.12	1,165.88	56
540-200-100 - EH - Wages - WTS - Staff - O	16,400.00	12,365.54	4,034.46	25
540-200-109 - EH - WTS Hydro - O	1,650.00	430.36	1,219.64	74
540-200-110 - EH - WTS - Municipal Waste Management	65,100.00	48,401.65	16,698.35	26
540-200-112 - EH - WTS - Maintenance - O	1,000.00	2,272.37	(1,272.37)	127-
540-200-113 - EH - WTS - Maintenance - W	1,000.00	508.49	491.51	
540-200-130 - EH - Municipal Wells - Treesbank	1,500.00	1,022.58	491.51	49
540-200-135 - EH - Municipal Wells - Hayfield	1,500.00			32
540-200-150 - EH - Recycling		(218.94)	1,718.94	115
540-200-160 - EH - WTS Improvements	27,125.00	20,259.17	6,865.83	25
540-210-120 - EH - Employee Benefits - WTS-O	2,500.00	1,391.00 1,005.04	1,109.00 (1,005.04)	44
Total Environmental Health Services:	134,375.00	98,751.26	35,623.74	27
TOTAL ENVIRON HEALTH SERVICES:	104 075 00	00 754 00	25 000 74	~~~
TO TAL ENVIRON HEALTH SERVICES:	134,375.00	98,751.26	35,623.74	27

Report Date 10/05/2023 8:51 PM

MUNICIPALITY OF OAKLAND-WAWANESA GENERAL OPERATING FUND - EXPENDITURES

For the Period Ending September 30, 2023

			Variance	Var %
	Budgeted	Actual		
PUBLIC HEALTH & WELFARE SERVICES				
550-200-180 - H&W - Social Welfare Assistance 550-500-500 - H&W - Cemeteries	1,800.00		1,800.00	100
550-500-510 - H&W - Cemeteries	5,000.00		5,000.00	100
550-500-521 - H&W - Handi Transit	3,000.00		3,000.00	100
550-500-525 - H&W - Senior Independent Services	15,000.00		15,000.00	100
	1,300.00		1,300.00	100
TOTAL PUBLIC HEALTH & WELFARE SERVICES:	26,100.00	0.00	26,100.00	100
ENVIRONMENTAL DEVELOPMENT SERVICES				
560-200-100 - ED - Planning & Zoning (Rest of Mon)	4,000.00		4,000.00	100
560-200-136 - ED - Other Beautification - Flowers, etc	2,000.00	1,762.90	237.10	12
TOTAL ENVIRONMENTAL DEVELOPMENT SERVICES:	6,000.00	1,762.90	4,237.10	71
ECONOMIC DEVELOPMENT SERVICES				
570-100-120 - EC - Destruction of Pests	1,500.00	880.00	620.00	41
570-100-170 - EC - Conservation District	7,470.44	7,470.44	020.00	41
570-200-140 - EC - Weed Control	40,000.00	22,959.75	17,040.25	43
570-200-160 - EC - Veterinary Services	932.00	913.92	18.08	-3
570-200-210 - EC - Tourism	549.00	549.00	10.00	2
570-500-185 - EC - Staff Appreciation	2,000.00	123.84	1,876.16	94
TOTAL ECONOMIC DEVELOPMENT SERVICES:	52,451.44	32,896.95	19,554.49	37
RECREATION & CULTURAL SERVICES 580-400-140 - R&C - Skating Rinks & Arenas - Materials	5,100.00		5,100.00	100
580-500-101 - R&C - Rec Comm (Waterpk, Camp, Baseball)	49,165.00	765.00	48,400.00	98
580-500-110 - R&C - Community Centres & Halls	12,780.00		12,780.00	100
580-500-120 - R&C - Grants re Water to facilities	4,500.00		4,500.00	100
580-500-140 - R&C - Skating Rinks & Arenas	39,260.00		39,260.00	100
580-500-170 - R&C - Museums	500.00		500.00	100
580-500-175 - R&C - Charitable Donations/Grants		3,400.00	(3,400.00)	
TOTAL RECREATION & CULTURAL SERVICES:	111,305.00	4,165.00	107,140.00	96
FISCAL SERVICES				
Transfer to Capital 590-990-987 - TF - Transfer to Capital - Building	13,346.42	15 627 02	(2.224.50)	47
590-990-991 - TF - Transfer to Capital - PW	328,200.00	15,627.92 150,270.41	(2,281.50) 177,929.59	17- 54
590-990-992 - TF - Transfer to Capital - Fire	20,000.00	20,000.00	177,929.39	54
Total Transfer to Capital:	361,546.42	185,898.33	175,648.09	49
Contributions to Reserves				
590-990-984 - TF-Contribution to Emergency Mitigation	14,881.00		14,881.00	100
590-990-986 - TF-Contribution to WTS Decommissioning	1,000.00		1,000.00	100
590-990-990 - TF-Contribution to LT Service Reserve	1,450.00		1,450.00	100
590-990-993 - TF - Contribution to General Reserve	129,000.00		129,000.00	100
590-990-994 - TF - Contribution to Building Reserve	45,000.00		45,000.00	100
590-990-995 - TF - Gas Tax Reserve Provision - O	66,145.33	33,072.67	33,072.66	50
590-990-996 - TF - Gas Tax Reserve Provision - W	33,072.67	41,508.83	(8,436.16)	26-
590-990-997 - TF - Contribution to Fire Reserve	70,000.00		70,000.00	100
590-990-999 - TF - Contribution to Replacement Reserv	109,500.00	32,000.00	77,500.00	71
		52,500.00	11,000.00	7.1

Report Date 10/05/2023 8:51 PM

MUNICIPALITY OF OAKLAND-WAWANESA GENERAL OPERATING FUND - EXPENDITURES

For the Period Ending September 30, 2023

	Budgeted	Actual	Variance	Var %
Total Contributions to Reserves:	470,049.00	106,581.50	363,467.50	77
Debentures Debt				
590-700-703 - Interest on Bank Loan #3	1,018.29		1,018.29	100
590-700-706 - Interest on Bank Loan #4	1,199.99		1,199.99	100
590-700-707 - Interest on Bank Loan #5	7,470.71		7,470.71	100
Total Debentures Debt:	9,688.99	0.00	9,688.99	100
Other Fiscal Services				
590-700-750 - FS - Deficit Recovery	150,000.00		150,000.00	100
Total Other Fiscal Services:	150,000.00	0.00	150,000.00	100
TOTAL FISCAL SERVICES:	991,284.41	292,479.83	698,804.58	70
TOTAL EXPENDITURES:	2,824,501.31	1,544,551.49	1,279,949.82	45

MUNICIPALITY OF OAKLAND-WAWANESA UTILITY REVENUES AND EXPENDITURES

For the Period Ending September 30, 2023

	Budgeted	Actual	Surplus (Deficit)	Var %
REVENUES				
Water and Sewer Charges				
750-100-100 - Water Consumer Sales	179,450.00	136,588.06	(42,861.94)	24-
Total Water and Sewer Charges:	179,450.00	136,588.06	(42,861.94)	24-
Other Revenues				
750-100-115 - Property taxes	110,591.46		(110,591.46)	100-
750-100-130 - Penalties	1,650.00	1,284.02	(365.98)	22-
750-100-140 - Hydrant Rentals	4,750.00		(4,750.00)	100-
750-100-150 - Installation Service	5,000.00	1,633.50	(3,366.50)	67-
750-100-170 - Provincial Grants	10,000.00		(10,000.00)	100-
750-200-100 - Investment Income	1,000.00	1,334.89	334.89	33
780-100-110 - Transfer from General Reserve - Utility	20,000.00		(20,000.00)	100-
Total Other Revenues:	152,991.46	4,252.41	(148,739.05)	97-
TOTAL REVENUES:	332,441.46	140,840.47	(191,600.99)	58-
EXPENDITURES				
Water supply 760-100-100 - UT - Administration-office	0 400 00	0.500.00	(400.00)	-
760-100-100 - 01 - Administration-onice 760-200-000 - UT - Water/Wastewater contractor	8,100.00	8,500.00	(400.00)	5-
	22,750.00	17,596.61	5,153.39	23
760-200-010 - UT - Training & Education (Water)	1,000.00	2,341.44	(1,341.44)	134-
760-200-120 - UT - Water Treatment Plant	3,500.00	13,995.58	(10,495.58)	300-
760-200-150 - UT - Transmission & Distribution	24,000.00	19,613.13	4,386.87	18
760-200-160 - UT - Other Water Supply Costs - Contract	2,000.00	1,774.81	225.19	11
760-200-170 - UT - Water Connections - Contract Servic	1,000.00		1,000.00	100
760-300-130 - UT - Wells - Utilities	10,000.00	6,292.18	3,707.82	37
760-400-120 - UT - Water Treatment Plant-Supplies	15,000.00	7,106.69	7,893.31	53
760-400-150 - UT - Transmission & Distribution - Mater	1,000.00	1,820.25	(820.25)	82-
760-400-160 - UT - Other Water Supply Costs - Material	500.00	13.90	(13.90)	
760-300-160 - UT - Handheld Water Reader	500.00	3,389.76	(2,889.76)	578-
Total Water supply:	88,850.00	82,444.35	6,405.65	7
Sewage Collection and Disposal				
770-000-100 - UT - Sewer Administration - office	8,100.00	8,100.00		
770-200-000 - UT - Water/Wastewater contractor	22,400.00	17,411.03	4,988.97	22
770-200-010 - UT - Tranining & Education (Sewage)	1,000.00	1,355.70	(355.70)	36-
670-200-130 - UT - Sewage Collection System - Contract	6,800.00	5,065.08	1,734.92	26
770-200-130 - UT - Insurance (Sewage)	4,500.00	4,542.04	(42.04)	1-
770-400-120 - UT - Sewage Lift Station - Materials & S	200.00	473.86	(273.86)	137-
Total Sewage Collection and Disposal:	43,000.00	36,947.71	6,052.29	14
790-100-105 - UT - Transfer to Capital - Utility	30,000.00		30,000.00	100
790-100-110 - UT - Transfer to Reserves	60,000.00		60,000.00	100
730-500-110 - Debenture Unmatured Wawanesa Lagoon	82,138.94		82,138.94	100
760-700-700 - UT - Interest on Debentures	28,452.52		28,452.52	100
TOTAL EXPENDITURES:	332,441.46	119,392.06	213,049.40	64
			· · · · · · · · · · · · · · · · · · ·	

Report Date 10/10/2023 9:10 AM

MUNICIPALITY OF OAKLAND-WAWANESA UTILITY REVENUES AND EXPENDITURES

For the Period Ending September 30, 2023

	Budgeted	Actual	Surplus (Deficit)	Var %
Revenues	332,441.46	140,840.47	(191,600.99)	58-
Expenses	332,441.46	119,392.06	213,049.40	64
Net Surplus (Deficit)	0.00	21,448.41	21,448.41	0

Delegation Request Form

To: Chief Administrative Officer			1		
CONTACT INFORMATION	DEPT. C	F TRANS	PORTATION		
FIRST NAME		LAST NAME	BROWN		
PHONE		ALTERNATE			
ADDRESS		÷			
CITY	PROVINCE		POSTAL CODE		
EMAIL ADDRESS	L				
COMPANY OR ORGANIZATI	ON (if applicable) AT COL	LNCIL REQUEST		
DATE YOU WISH TO APPEAR AS A DELEGATE This form must be returned to the CAO in accordance with the Policy prior to the meeting Meeting you wish to attend: Council Meeting Committee Meeting 					
007.20/23	*		(please specify)		
SUBJECT YOU WISH TO DISCUSS VENICLE WEIGHTS REGULATION					
DETAILS ON THE SUBJECT	7				
*Where the subject matter o	f a delegation	pertains to lega	al matters, personnel, and/or		

private property issues, where a Public Hearing has been held in accordance with an enactment as a prerequisite to the adoption of a by-law; or if its purpose is to deal with a matter that is outside the jurisdiction or legal authority of the Municipality; the Municipality reserves that right not to hear such delegations.

I acknowledge that only the above matter will be discussed during the delegation. I further acknowledge that audio/video recordings will only be made in accordance with Section 5.28 of the Oakland-Wawanesa Procedural By-law.

Signed	+ Swidnicki	an
	C. Brown	

oct.13/23 Date

Return completed form to the Wawanesa Municipal Office 106 Fourth Street, or email adminassist@oakland-wawanesa.ca

Delegation Request Form

	Delegation 1	equest 1 om	1
To: Chief Administrative Officer			
CONTACT INFORMATION			
FIRST NAME		LAST NAME	ACHANOWICH
PHONE	4	ALTERNATE TELEPHONE 204 - 824 - 2445	
204-725-626 ADDRESS Bax 311			3
CITY WAWAWESA	PROVINCE	1B	POSTAL CODE ROF 200
EMAIL ADDRESS	Zeelo		
COMPANY OR ORGANIZATI	ON (if applicable)	
DATE YOU WISH TO APPE A This form <u>must</u> be returned to the			licy prior to the meeting
Meeting you wish to attend: Qzt 20 / z3	& Council Mee	ting	 Committee Meeting (please specify)
SUBJECT YOU WISH TO DI	SCUSS		
WATER CROSS AREA of Z	ing com	MERCIALS	LST. IN THE
DETAILS ON THE SUBJECT	1		
	THE ISSU	N HAS NE of a E Calve	BEEN TAKEN DATER OVERFLOW BRI.
*Where the subject matter o private property issues, wher	f a delegation per a Public Hea	pertains to legaring has been	al matters, personnel, and/or held in accordance with ar

*Where the subject matter of a delegation pertains to legal matters, personnel, and/or private property issues, where a Public Hearing has been held in accordance with an enactment as a prerequisite to the adoption of a by-law; or if its purpose is to deal with a matter that is outside the jurisdiction or legal authority of the Municipality; the Municipality reserves that right not to hear such delegations.

I acknowledge that only the above matter will be discussed during the delegation. I further acknowledge that audio/video recordings will only be made in accordance with Section 5.28 of the Oakland-Wawanesa Procedural By-law.

Date

tot 12

Return completed form to the Wawanesa Municipal Office 106 Fourth Street, or email adminassist@oakland-wawanesa.ca

Vivile

Ver.

Signed

UNDER THE AUTHORITY OF THE PLANNING ACT

MUNICIPALITY OF OAKLAND-WAWANESA NOTICE OF PUBLIC HEARING

On the date and at the time and location shown below, a **PUBLIC HEARING** will be held to receive representations from any persons who wish to make them in respect to the following matter.

APPLICATION FOR A VARIATION ORDER

under the MUNICIPALITY OF OAKLAND-WAWANESA ZONING BY-LAW NO. <u>04-2019</u>, as amended

HEARING LOCATION:	Municipal Office 106 Fourth Street Wawanesa, Manitoba ROK 2G0
DATE & TIME:	October 20, 2023 at 9:15 a.m.
OWNER(S):	Lisa and Phillip Quiring
APPLICANT(S):	Lisa and Phillip Quiring
APPLICATION NUMBER:	V3/2023
PROPOSAL:	To increase the number of signs for a home-based business from 1 to 2, and to increase the size of one sign from a maximum of 54 sq. ft. to 65.15 sq. ft.
AREA AFFECTED:	Lot 1 Plan 63642 located in SE ¼ 27-8-19W (46040 PTH 10)
FOR INFORMATION CONTACT:	Joni Swidnicki Chief Administrative Officer Municipality of Oakland-Wawanesa P.O. Box 278 Wawanesa, Manitoba ROK 2G0 Phone: (204) 824-2666 Email: <u>cao@oakland-wawanesa.ca</u>

A copy of the above proposal and supporting material may be inspected at the location noted above during normal office hours, Monday to Friday. Copies may be made and extracts taken therefrom, upon request.

MUNICIPALITY OF OAKLAND-WAWANESA Box 278 Wawanesa, MB R0K 2G0 204-824-2666

ROLL NO	1086	APPLI 25	CATION FOR	VARIATION	ORDER
APPLICATIO		13/2	3		

OWNER INFORMATION

Owner name(s)* LISA + PHILLIP QUIPING Owner mailing address<u>SITE 175 Box 7 Box ma Phasph</u>one no. 204-801-1943. * An application may be filed by any person other than the owner, but only if that person also provides written authorization by the owner(s) to file an application for this property. email lisag@creativekitchensmb , C.a LAND LOCATION Street Address 46040 PTHID Plan No. 63642 Lot(s) Block OR 1/4 Sec. Twp. WPM DESCRIPTION OF EXISTING OR PROPOSED DEVELOPMENT

Brief description of existing or proposed building or development TO INCREASE THE NUMBER OF SIGNS FOR HOME BASED BUSINESS FROM 1 TO A. + SIZE FOR # 2 from 54 5g. At to 65.155g. At. REQUESTED VARIATION ORDER To reduce the Minimum Required Site Area O Şite Width 0 SIGNS O Front Yard O Side Yard O Rear Yard Other From the Required to

Reasons in support:

IMPROUED VISIBILITY AS ACCESS IS OFF ATH #10

SUBJECT TO PERMIT FROM MIT

ADDITIONAL INFORMATION

Site Plan

A site plan showing the following information is required:

- a) The shape and dimensions of the site,
- b)
- The location and dimensions of existing buildings and structures, The locations and dimensions of any proposed building, structure, (including distances from site c) boundaries).
- d) The use or uses of existing and proposed buildings on the site, and
- e) Vehicular access and utility connections that may be required to service the building.

Other Information

Other information may also be required by the Development Officer or the Council, including a surveyor's certificate or other detailed information.-

DECLARATION

Phil & Lisa Quiring 1,

, hereby make application for a variation of the above noted requirements of the Village of Wawanesa Zoning By-law No. 364, as it applies to the land location described above, in accordance with the attached site plan.

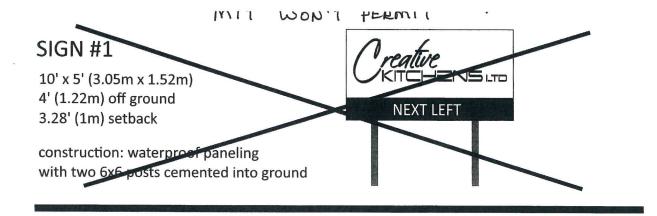
I undertake to comply with all the requirements of the Village of Wawanesa Zoning By-law and any other municipal by-law that may be applicable to the proposed development, along with any regulation, order, condition of approval, or other municipal requirement in connection with the application.

I understand that the variation process is a public process which requires the disclosure of certain information by the municipality in connection with this application, and I hereby authorize the municipality and its designated agents or officers to release all information that I have provided in connection with this application.

I undertake to indemnify and save harmless the Village of Wawanesa against all losses, costs, charges, or damages caused by or arising out of anything done pursuant to this application.

Esa Crutilina Sept 11,-2023 Date Owner(s) Signature(s)

For Municipal Use				
Zoning By-law Requirements	s:			
Minimum Site Area	sq. ft.	(acres)	Minimum Site Width	feet
Minimum Required Yards*	Front	NIA ft.	Side NA ft.	Rear NIA f
Other requirement(s)				2 12 22 3 -10 23
Fees: Basic Application Fe	e \$ 250	Receipt N	0.	
Date Completed Application R	eceived			



SIGN #2

65.15 5g.ft

15'4" x 4'3" (4.67m x 1.29m) "halo-lit" logo mounted to building 14'9" (4.49m) from ground 262' (80m) setback construction: 1" deep black acrylic letters with white acrylic back-edge layer and led's behind



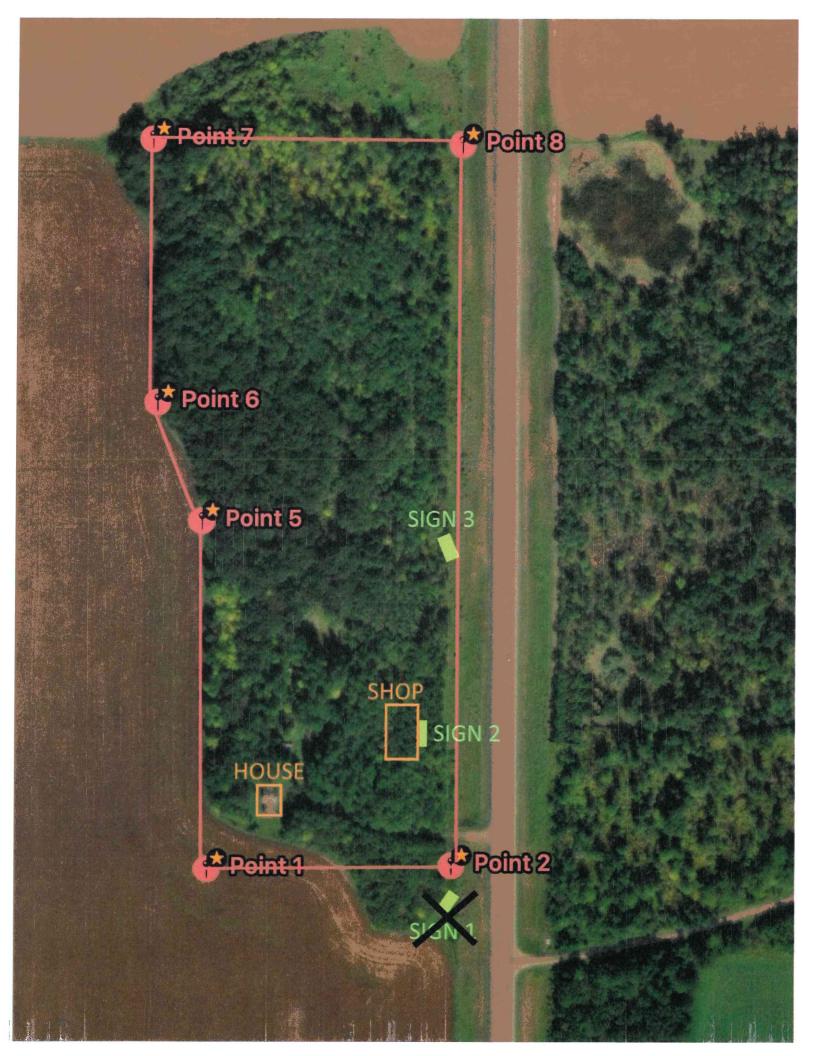
SIGN #3

10' x 5' (3.05m x 1.52m) 4' (1.22m) off ground 9.84' (3m) setback

50 sq. ft.

construction: waterproof paneling with two 6x6 posts cemented into ground

\mathcal{C}_{i}	reative KITCHENSLITD
	NEXT RIGHT





Transportation and Infrastructure Engineering and Technical Services Division Highway Design – Roadside Development Section 1420 – 215 Garry Street, Winnipeg, Manitoba, Canada R3C 3P3 7 204-599-3196 | F 204-945-0593 email: <u>accessmgmt@gov.mb.ca</u>

Permit Type: Access onto and/or Structures adjacent to a Provincial Highway in a Controlled Area

Date of Issue: September 20, 2023

This Permit issued under authority of Section 28 of The Transportation Infrastructure Act, C.C.S.M. c. T147

Permit Holder: Phillip Henry Quiring and Lisa Dawn Quiring Box 7, Site 175, Brandon, MB R7A 5Y1 lisag@creativekitchensmb.ca

Property Information: Highway: Provincial Trunk Highway No 10 Municipal Address: Municipality of Oakland-Wawanesa Title No.: 3032515/2 Legal Description: SE ¼ 27-8-19 WPM Registered Owner(s): Phillip Henry Quiring and Lisa Dawn Quiring

Proposed Works (includes accesses, structures, signs, tree plantings): Access Modification (Widening), On-Premises, Single-Faced (Non-Illuminated) Sign and On-Premises, Single-Faced (Illuminated) Fascia Sign

Sketch Plan No.: 3010050-27-AMSI-23

TERMS AND CONDITIONS:

This Permit is issued by the Government of Manitoba ("Manitoba") subject to the following terms and conditions:

- The Proposed Works to be installed or constructed on or near a departmental road must be installed or constructed in accordance with the minimum setback(s) shown on and in accordance with the attached Sketch Plan.
- 2. If there are any material inaccuracies with the Sketch Plan, Manitoba must be notified immediately and the Sketch Plan will be amended accordingly or replaced.
- 3. The Proposed Works must be completed within twelve (12) months of the Date of Issue of this Permit. If the Proposed Works are not completed within this timeframe, this Permit will be cancelled and the Permit Holder must remove all portions of the incomplete Proposed Works from the Controlled Area at the Permit Holder's own cost and expense.
- 4. Any amendments or changes to this Permit are only valid if made in writing by Manitoba.
- 5. If the Permit Holder fails to comply with any term or condition of this Permit, this Permit may be suspended or cancelled (as per subsection 28(5) The Transportation Infrastructure Act). If this Permit is cancelled, the Permit Holder must remove the Proposed Works from the Controlled Area at the Permit Holder's own cost and expense.
- 6. The Permit Holder must, at all times, comply with all applicable federal and provincial Acts and regulations, and municipal by-laws (including, without limitation, obtaining any required municipal permits).
- 7. If Manitoba determines that any aspect of the Proposed Works creates a risk of injury to persons or damage to property (including, without limitation, Manitoba's adjacent provincial transportation facilities), the Permit Holder must, at its sole cost and expense, immediately remove, relocate or alter the Proposed Works as directed by Manitoba.

- Manitoba shall not be responsible for any personal injury (including death), property damage, or any other loss or damage caused by or arising from the installation and construction of the Proposed Works pursuant to this Permit.
- 9. The Permit Holder shall indemnify and save harmless Manitoba and its Ministers, officers, employees and agents from and against any and all claims, demands, actions, losses, damages and costs including, without limitation, legal costs on a solicitor and own client basis, arising from either or both of the following:
 - the Permit Holder providing Manitoba with incomplete or inaccurate information in the Application for Permit; and
 - (ii) the installation and construction of the Proposed Works pursuant to this Permit.
- 10. The Permit Holder may not assign this Permit without Manitoba's written permission.
- 11. This document constitutes the entire Permit. Manitoba makes no other representations or warranties, express or implied, verbal or otherwise.
- 12. Any notice or other communication to Manitoba Transportation and Infrastructure under this Permit shall be directed as follows:

Manitoba Transportation and Infrastructure Engineering and Technical Services Division Highway Design – Roadside Development Section 1420 - 215 Garry Street Winnipeg, Manitoba R3C 3P3 e-mail: accessmgmt@gov.mb.ca

- 13. Additional Terms and Conditions:
 - (i) The Permit Holder/Registered Owner is required to contact Mr. Bob Hyshka (telephone: 204-534-7328), our Maintenance Superintendent, at least 48 hours prior to any construction or work being undertaken in the highway right-of-way to ensure the modification (widening) of the existing access driveway will conform to standards of construction, elevation, drainage, excavation and use of materials satisfactory to Manitoba Transportation and Infrastructure.
 - All costs in connection with the provision of the required culvert and modification (widening) of the existing access will be the responsibility of the Permit Holder/Registered Owner.
 - (iii) The proposed culvert extension is to be joined with a departmentally approved 600 mm wide bolt type coupler and total culvert length is not to exceed a maximum of 21.0 m (extension and existing culvert combined). If the existing culvert cannot be joined the Permit Holder/Registered Owner would be responsible for the cost of replacing the entire culvert.
 - (iv) The access extension shall be constructed with minimum 4:1 dirt/earth side slopes to provide for a maximum top width of 11.0 metres. The construction of straight-walled driveways or the use of reinforcing material on the side slopes (ie. concrete sidewalls, concrete cylinders, railway ties, wooden sidewalls, rock rip-rap etc.) is prohibited.
 - (v) The fascia sign is not to display flashing or running lights or contain arrows.
 - (vi) The Permit Holder/Registered Owner is responsible for all costs associated with the removal and/or relocation of these signs if additional right-of-way is required for highway improvements at this location in the future.
 - (vii) The Permit Holder/Registered Owner is responsible for all costs associated with the mitigation and /or modification of the illumination of this fascia sign if it creates a safety hazard for motorists on PTH 10.
 - (viii) These signs are subject to compliance with future sign policies and standards.
 - (ix) The Permit Holder/Registered Owner is responsible for all costs associated with bringing these signs into compliance.

(x) No additional highway access will be granted to this property.

The following appendix/appendices must be attached to this Permit in order to be valid:

• Sketch Plan No. 3010050-27-AMSI-23

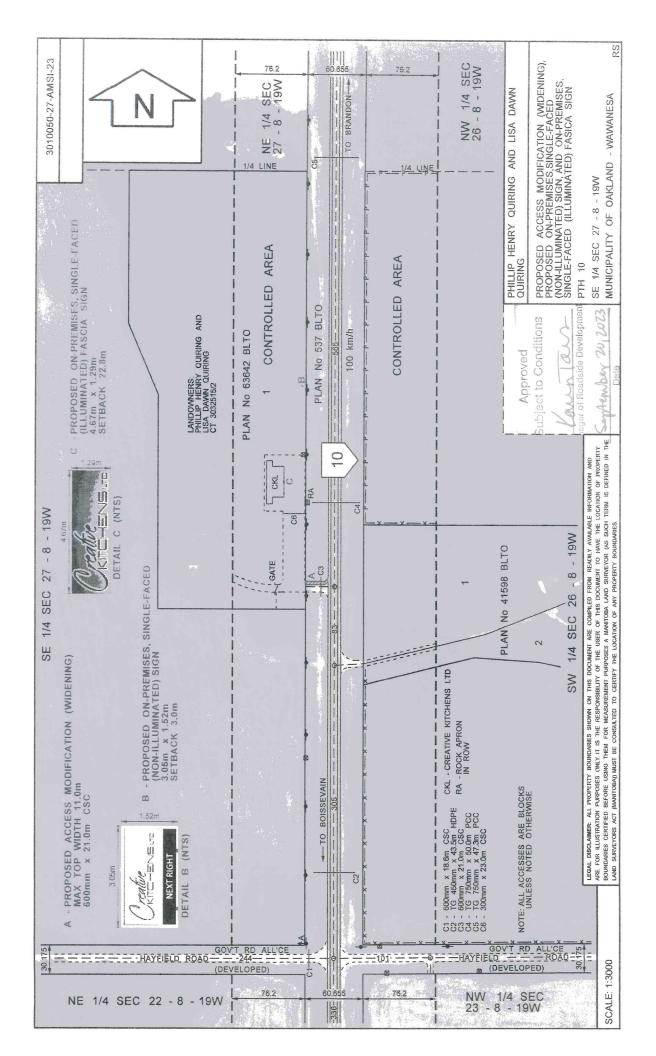
Permit Agent Signature:

nler

Karen Toews, C.E.T. Manager, Roadside Development

Date: September 20, 2023

c: Municipality Oakland-Wawanesa: <u>adminassist@oakland-wawanesa.ca</u> Western Region: <u>MI.Utilities.Western@gov.mb.ca</u>



COMMITTEE REPORT FOR	Ward 3	(name of committee)
COUNCIL MEETING DATE	October 20, 2023	
SUBMITTED BY	Councillor Fisher	

I would like to report as follows:

- I attended the September Council Meeting.
- I reviewed Emails from Staff/Head of Council/Councillors/Public Works Manager
- I attended the Central Assiniboine Conservation District meeting on October 6

Anything else I will bring up at Meeting.

Councillor Ward 3

Mike Fisher

COMMITTEE REPORT FOR	Ward 2	(name of committee)
COUNCIL MEETING DATE	October 20, 2022	
	October 20, 2023	
SUBMITTED BY	Councillor Hatch	and the second

I would like to report the following:

Attended September Council meeting

Reviewed drainage issue

Reviewed council emails

Spoke with PW about changing signs on Road 108 re school bus

COMMITTEE REPORT FOR	Ward 1	(name of committee)

COUNCIL MEETING DATE _____October 20, 2023 _____

SUBMITTED BY Councillor McDonald

I would like to report the following:

- I attended the September Council Meeting;
- I met with Public Works Manager and some councillors at Commercial and Mill Streets regarding drainage;
- I reviewed Emails from Staff/Head of Council/Councillors/Public Works Manager;
- I reviewed Bank Reconciliations;
- I attended Valley Lodge throughout the month and met with the Secretary Treasurer/ Residents to address questions and concerns

Anything else I will bring up at the meeting.

Councillor Ward 1

Bob McDonald

COMMITTEE REPORT FOR: WARD 1

COUNCIL MEETING DATE: October 12, 2023

SUBMITTED BY: BRETT MCGREGOR

I would like to report the following:

- Responded to emails and text messages and phone calls from ratepayers and office on municipal matters.
- Reviewed material for regular council meeting.
- Reviewed Rec Commission meeting material and attended meeting.
- Reviewed emails from office staff, AMM, FCM
- Reviewed bank reconciliations.
- Drove gravel roads checking on conditions.
- Corresponded with ratepayers about drainage.
- Further work on ice plant for grants, legal and closing the project off.
- Work on grant applications for improvements to the baseball diamonds.

COMMITTEE REPORT FOR HEAD OF COUNCIL

COUNCIL MEETING DATE	October 20,	2023
----------------------	-------------	------

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.
- Attended the Tax sale September 19.
- Attended the AMM media release on the provincial election in Brandon September 20.

CHIEF ADMINISTRATIVE OFFICER'S REPORT – October 2023

Provincial Conference Calls

The conference calls are continuing monthly. The September call provided a lot of information on funding programs and upcoming deadlines for Administration, particularly related to special service levies or local improvements.

Property Matters

There is currently only one variation application being worked on.

I have begun conversation with our solicitor with respect to preparation of a drainage by-law.

Meetings with Members of Council

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

Animal Control Issues

There continue to be animal control issues in the Brandon Hills Estates, including a resident issuing a threat against the Animal Control Officer and the By-law Officer. RCMP have been contacted.

Municipal Emergency Coordinator

I have been advised by Wendy Peterson, our current Municipal Emergency Coordinator, that she intends to resign her position effective January 1, 2024. As we share this position with the Municipality of Cornwallis, discussions will need to take place with respect to filling the position.

Board of Revision

There were no applications received for the Board of Revision dealing with 2024 assessments or 2023 supplementary taxes.

Meetings and Conferences

I attended the Manitoba Municipal Administrators Zoom conference on October 6, 2023.

J. Swidnicki Chief Administrative Officer

FINANCE OFFICER'S REPORT – OCTOBER 2023

- The Tax Sale took place on September 19, 2023. Out of the seven properties for sale, three of the rural properties sold for the reserve bid amount. The Wawanesa property sold for \$11,000. The Municipality will become the owner of the two properties in Nesbitt and the one in Rounthwaite that did not sell. Follow-up reporting & documentation to TAXervice has begun.
- Bank reconciliations were completed for the month of September for the General, Utility and Souris River Rec accounts.
- I updated our Tax Program so that it is now up to date as of the end of September 2023 with LTO/Transfer of Land information from the MMO site.
- Monthly Multi-Material Stewardship Manitoba (MMSM) reporting was completed for July, August, and September. The Municipality reported a total of 5,490 kg in recyclables in July, 5,000 kg in August, and 5,730 kg in September (down from 7,776 kg in July 2022, 6,550 kg in August 2022 and 8,190 in September 2022). These reports are usually submitted monthly, but MWM was having staffing issues and were not able to provide the information needed to submit the reports to MMSM. We are back on track now.
- We received a \$7,500 donation from Enbridge to go towards the Fire Truck that is budgeted to be purchased in 2024. The funds have been credited to a deferred income GL to offset the revenue with the expenditure next year.
- We received the 3rd and final payment for the 2023 Operating Grant from the province in the amount of \$93,264.10.
- Chelsea and I worked on the three grant applications to the Municipal Economic Development Infrastructure Program (MEDIP). They were completed and submitted before the deadline.
- I have been working with Grant Match, gathering information for the application for funding for a new public works shop through the Low Carbon Economy Fund.
- I have been working on gathering information and drafting the by-law and debenture for the utility projects.
- I attended the Manitoba Municipal Administrators (MMA) All Districts and Break Out session meetings via zoom on October 6, 2023.
- It's been a very busy month, in addition to my own work, wearing different hats, including covering for Joni while she was away and helping Cheryl cover for Norma until she gets back.

Elaine McGregor Finance Officer



Agenda: Public Works Report Chelsea Long October 20th, 2023

- Passed the Water Treatment 1 exam.
- Rural pesticide exam mid-November

Public Works On-Going

- Rate payer dug out 5 Mile Creek (9SW-8-17) They had a water license approved through the province. Exceeded specifications 6 ft deeper than approved for. Complaint filed with province. The water officer came out, hasn't been backfilled.
- Grant application sent in
- Bruce is back mowing, will be doing additional mowing as budgeted
- Cross Country mulched 113W to prevent snow trap.
- The speed sign part is in and will hopefully be up and running this week.
- Drainage behind the hall is completed

Municipal Water Wells

• Electrician working on panel for last Health and Safety order.

Transfer Stations

- Wood has been delivered to Wawanesa WTS for wood stove.
- Climate and Environmental are asking we clean up all propane tanks that have been left and buried over the years

Equipment

- Tire was repaired on town mower.
- New blades arrived for the Schulte mower.
- Back window was smashed on Case tractor, installed new one.
- 2011 Chev truck had ball joints changed.

Sheet1

Oakland-Wawanesa Fire Dept Mounthly Report 2023

Jan

Call#	Date	Time	Function/Event/Practise	Location	Personnel	Equipment
23-01	2023-01-09	13:28:00	Medical/ Gas leak	south Cypress	8	4 Units
	2023-01-10	19:00:00	Equipment checks	Fire hall	7	
	2023-01-12	19:00:00	Fire training (Rink)	Fire hall		

Feb

23-02	2023-02-01	09:47:00	Medical assist	Wawanesa	1	1 Unit
	2023-02-01	13:30:00	MFR Meeting	Fire hall	1	
	2023-02-06	19:00:00	Training	Fire hall	1	
	2023-02-08	08:00:00	Mutual Aid Meeting	Brandon	1	
	2023-02-13	19:00:00	Equipment checks	Fire hall	6	

March

	2023-03-01		Raffle Start Date		30	
	2023-03-01	19:00:00	CPR Training	Fire hall	14	
	2023-03-02	19:00:00	CPR Training	Fire hall	12	
	2023-03-04	09:00:00	Trauma Training	Fire hall	5	
	2023-03-08	19:00:00	First Aid Training	Fire hall	12	
	2023-03-09	19:00:00	First Aid Training	Fire hall	14	
	2023-03-11	16:00:00	Equipment checks	Fire hall	7	
23-03	2023-03-14	14:53:00	MVC #2 & rd 105	Oakland	14	5 Units
	2023-03-16	20:00:00	Mutual Aid Hockey	Wawanesa	16	
23-04	2023-03-17	18:36:00	MVC #2 & PTH 530	south Cypress	12	5 Units
23-05	2023-03-29	18:54:00	Vehicle Fire 2&10	Oakland	12	5 Units

April

	2023-04-12	19:00:00	Fire Training Ice Rescue	Wawanesa		
23-06	2023-04-16	12:49:00	MCV	Oakland	14	5 Units
	2023-04-17	19:00:00	Equipment checks	Fire hall	7	
	2023-04-19	08:00:00	Safety unit #2	Wawanesa	1	1 Unit
	2023-04-19		MFR Agreement Signed			
23-07	2023-04-28	17:56:00	Grass fire	Glen/Cypress	19	6

May

	2023-05-05	09:00:00	Fire Inspection Wee Care	Wawanesa	1	
	2023-05-11	19:00:00	MFR Training night	Fire hall		
	2023-05-15	16:30:00	MFR station Inspection	Fire hall	2	
23-08	2023-05-19	22:10:00	Gas smell hospital	Wawanesa	2	
23-09	2023-05-20	13:25:00	Dump Fire Nesbitt	Oakland	2	
23-10	2023-05-22	11:38:00	MFR Lodge	Wawanesa	2	
	2023-06-01	15:00:00	Fire chiefs conference	Stienbach	2	3 Days
23-11	2023-06-02	16:11:00	MVC 4 th st	Wawanesa	12	5 Units

Sheet1

June

	2023-06-06	19:00:00	MFR Training night	Wawanesa	16	
	2023-06-12	19:00:00	Fire Training	Wawanesa	19	
23-12	2023-06-17	14:21:00	Grass Fire	South Cypress	8	5 Units
	2023-06-20	19:00:00	MFR Training night	Wawanesa	18	

July

	2023-07-03	09:00:00	MFR In service Date	OWFD	2	
	2023-07-08	06:00:00	PPP breakfast & events Wawanes		16	
23-13	2023-07-11	21:04:00	MFR Response	Wawanesa	2	1 Unit
	2023-07-13	19:00:00	Sod laying Tower	Wawanesa	14	
	2023-07-17	19:00:00	MFR Training night	Fire hall	16	
23-14	2023-07-26	13:53:00	Garaage fire	Wawanesa	15	5 Units
23-15	2023-07-30	04:18:00	MVC#2 & 18 &MFR			5 Units

Aug

<u> </u>						
23-16	2023-08-02	13:43:00	13:43:00 MVA False Alarm& MFR		10	5 Units
23-17	2023-08-13	21:17:00	MFR 316 main st	Wawanesa	2	1 Unit
	2023-08-22		Unit 1 repairs		1	
23-19	2023-08-20	10;38:00	Mfr 303 Water st	Wawanesa	2	1 Unit
23-18	2023-08-22	12:13:00	Fire Alarms	Oakland	11	5 Units
23-20	2023-08-30	18:11:00	Combine fire	Oakland	14	5 Units

Sept

23-21	2023-09-18	13:30:00	MFR 312 Main st	Wawanesa	2	1 Unit
	2023-09-19	21:00:00	Fire Mfr training	Wawanesa	21	

Oct						
23-22	2023-10-03	09:55:00	MFR Rd 38 oakland	Oakland	2	1 Unit
23-23	2023-10-05	19:00:00	MFR 2 nd street	Wawanesa	3	2 Units
23-24	2023-10-07	20:37:00	structure fire treesbank re	Oakland	16	5 Units

THE MUNICIPALITY OF OAKLAND-WAWANESA policy & procedure manual

Policy # TRANS 008

Reference: Transportation	Classification: Policy
Subject: Building of Approaches	Pages: 1 of 4
Authority: Resolution of Council	Effective Date: May 15, 2018
Approved: May 15, 2018	
REVISED: October 20, 2023	

TITLE: BUILDING (PURPOSE:

BUILDING OF APPROACHES

The purpose of this policy is to establish minimum road approach requirements to provide access to all residential, field, and commercial development (institutional, industrial, oil & gas facilities, farm/agricultural operations).

POLICY:

Ratepayers requesting an approach onto their property are required to complete an Approach Request Form (Schedule "A") and attach associated fees as outlined in the Fee Schedule (Schedule "B).

a. Residential

- i. Residential approaches shall be constructed to the same or better standard than the Municipal gravel road. The approach shall be constructed with clean fill material, free from objectionable material such as organic matter, frozen soil, topsoil, stumps, trees and rock.
- ii. More than one road approach is prohibited for residential lots, unless approved by Council.
- iii. The traveling surface width of a residential road approach shall be a minimum of 6.1m (20') for a single approach and 7.0m (23') for a mutual approach. For a mutual approach, the affected property owners shall register an access easement agreement and plan at Land Titles to ensure free and unfettered access to their properties.

b. Commercial

i. Commercial road approaches shall be constructed to the same or better standard than the Municipal gravel road. The approach shall be constructed with clean fill material, free from objectionable material such as organic matter, frozen

. . .

soil, topsoil, stumps, trees and rock. The geometric design of the approach shall be based on the type of vehicles using the access.

- ii. With the exception of subdivision approvals, more than one road approach shall be considered at the discretion of Council for commercial lots, however, the applicant shall justify the need for the approaches through a layout plan that shows the location of the building, parking lot, loading and storage areas, and sightlines for the access points.
- iii. The traveling surface width for a commercial road approach shall be a minimum of 8.0m (26'). At the discretion of the Public Works Manager, a wider traveling surface up to a maximum of 15m (49') may be approved due to the type of business.

c. Field Access

- i. A maximum of two field approaches are allowed per 800 linear meters of road frontage.
- ii. An existing field approach deemed abandoned by the Public Works Manager is to be removed and reclaimed at the sole expense of the applicant.
- iii. The traveling surface width for a field approach and temporary approach to be constructed or reconstructed shall be a minimum of 7.5m (24'). At the discretion of the Public Works Manager, a wider traveling surface up to a maximum of 15m (49') may be approved due to the type of farm equipment using it.

d. Temporary Approach

i. Application for a temporary road approach must be accompanied by a cash deposit of \$1,000, along with a letter from the applicant stating when the approach will be removed. If the applicant does not remove the approach within the allotted time, the applicant will forfeit the deposit and the Municipality of Oakland-Wawanesa shall remove the approach, with the authorization from the Public Works Manager.

APPROACHES BUILT WITHOUT APPROVAL

If an approach, or an additional approach is installed by a property owner, or renter of a property, without first obtaining authorization from the municipality to do so, the approach may be ordered to be removed by resolution of Council.

Outlined in "Schedule B" the Fee Schedule are the costs associated with approaches that have been approved and/or denied due to locations and building

1. Approach Specifications

- a. Prior to construction of the road approach, the applicant is responsible for identifying all utility locations and is responsible for any repair or relocation of utilities.
- b. Minimum sight distance from where the approach ties onto a Municipal road shall be a minimum of 100 m in either direction
- c. Intersections on curves are undesirable and shall be avoided whenever possible. If the approach cannot be located outside the curve, the Public Works Manager may approve a location that is considered safe. However, if the location does not comply with the Municipality of Oakland-Wawanesa minimum sightline of 100m, Council shall consider the location for approval.
- d. No road approach shall be located less than 150m (492') from a bridge, unless approved by Council.
- e. No road approach shall be located less than 150m (492') from an at-grade railway crossing, unless approved by Council.
- f. Road approaches shall be constructed at 90 degrees to the Municipal road. At the discretion of the Public Works Manager, the angle may be relaxed up to 20 degrees.
- g. A maximum gradient of 2 percent shall be maintained along the road approach from the edge of road to the property line. No relaxation of this requirement would be considered.
- h. A culvert may not be required for an approach that is located at a high point, the Public Works Manager will make this determination.
- i. If a culvert is required, the Municipality of Oakland-Wawanesa will submit an application to Manitoba Sustainable Development on behalf of the applicant. Culvert sizing will be determined by Manitoba Sustainable Development and any costs will be the responsibility of the applicant.
- j. The slope of the approach ditches shall be a minimum of 3:1 and if a culvert is required it is to be installed on the bottom of the ditch. Rip Rap shall be placed around the inlet and outlet of the culvert and extended 1 metre (3.28') beyond the invert with a durable stone with a minimum diameter of 100mm (4").
- k. Erosion control measures such as siltation fencing may be required within a drainage course or water body prior to the commencement of construction by the applicant.
- 1. Upon completion of the installation, disturbed areas shall be re-graded to match original contours and loamed and seeded with a grass mix approved by the Public Works Manager.
- m. The approach shall be constructed with no resulting damage to the road shoulder, surface, side slopes and/or ditches.
- n. Any damage to Municipal property, including utilities, shall be repaired at the sole expense of the applicant, including the reclamation of any disturbed areas or damages that resulted from siltation.

- o. At the discretion of the Public Works Manager, warning signs indicating the construction zone may be required prior to the commencement of construction by the applicant.
- p. The Public Works Manager shall be notified within 72 hours of the completion of the road approach. An inspection will then be conducted to ensure compliance with these specifications.
- q. Material from within the municipal road right of way shall not be used for construction of the approach.
- r. All construction and all costs of construction are the responsibility of the Applicant. This includes all materials, equipment rentals or purchases, labor costs or any other costs required to complete construction.
- s. No construction of the approach shall commence until fees, locates and approvals have been received and submitted to the Municipality.
- t. After construction applicant is responsible for any damages, repairs and maintenance to the approach.
- u. The Municipality of Oakland-Wawanesa retains ownership of any approach within it's right of way.

APPROACHES PERMIT APPLICATION FORM

Schedule A

PRIMARY USAGE:

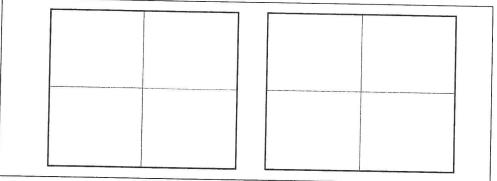
New Approach: Temporary Approach Widen Existing Approach: Relocation Of Existing	Residential:	Agricultural: 🛛	Commercial:	Vacant:
Name of Property Owner:	 			
Mailing Address:	 	 		
Legal Land Description:	 	 	Roll #	

Phone:

Email:

PROPOSED PLAN:

Include a sketch map of your property showing all existing approaches and proposed additions/extensions. Include any existing features of the land described in the immediate vicinity; buildings, roads, utility lines, rivers, streams, natural runs, low areas, etc.



Reason for Request:

I will pay all costs (if applicable) for the approach construction and will undertake to observe and perform all provisions of The Planning Act, The Development Plan, the applicable Zoning By-Laws and the provisions of other relevant laws, by-laws or agreements.

Landowner signature	Date
Municipal Office Use Only	
Application Received By: Application Fee Received:	Date Received: Water Stewardship License Fee Received:
APPROVALS:	
Council Required	_Not Required Resolution #
Water Stewardship License	Required Not Required License #
	Not Required MIT Required Not Required
Culvert size	Culvert supplied Locates Obtained

APPROACHES PERMIT APPLICATION FORM

Fee Schedule

Approach Application Fee	\$100.00
Drainage License Application Fee (if required)	\$500.00
*Culvert Procurement (if required)	\$100.00+cost
**Temporary Approach Deposit	\$1000.00
Approaches Built Without Approval	\$1000.00

* Culvert pricing to be determined when license approval is received from Manitoba Sustainable Development. Culvert Price is FOB Nesbitt, applicant responsible to pick up culvert from Nesbitt Municipal yard.

**Refundable if removed within the time duration specified in the application

<u>All application and culvert fees</u> must be paid prior to the building of an approach.

Joni Swidnicki

From:	Alissa Johnson <alissa@nextgendrainage.com></alissa@nextgendrainage.com>
Sent:	Wednesday, October 4, 2023 9:10 AM
То:	Joni Swidnicki; Cheryl Fraser
Cc:	NextGen Permits
Subject:	Tile Drainage in blind road allowance 44N
Attachments:	Spring Valley W9-8-17-W1 Project Summary.pdf; Spring Valley SW9-8-17-W1 v2
	SAT.pdf; Spring Valley SW9-8-17-W1 v2.kml

Good Morning,

I am applying for a Tile Drainage Project for your review on behalf of Spring Valley. NextGen Drainage Solutions is proposing to supply and install an agricultural sub-surface Tile Drainage System in the land parcel W9-8-17-W1 in the municipality of Oakland Wawanesa.

Please review as we are requesting permission and consent from the municipality to allow the tile drainage system outlet to flow into the undeveloped <u>municipal road allowance of 44N</u>.

Attached are the Tile Design and the Project Summary. If you have any questions or require further information, please feel free to contact us.

Please reply confirming receipt of this email.

Thank you,

Alissa Johnson | Designer NextGen Drainage Solutions (204) 215-2888 Box 12 Pilot Mound, MB ROG 1P0



The drainage tile output could adversely effect water volumes in 5 mile Creek. Which is already a problem area for the municipality

Additional concerns related to bridge downstream with is ability to except greater volumes.

Application for Tile Drainage Installation Spring Valley W9-8-17-W1



Joni Swidnicki RM of Oakland Wawanesa PO Box 278 Wawanesa, MB R0K2G0

Re: Spring Valley W9-8-17-W1

 Provincial Tile Drainage License- we are not able to proceed with this application until we have all required approvals completed. Once all approvals are received, we will submit the provincial application. On receipt of provincial approval, we will forward to the municipality.

2. Tile Drainage Project Manager/Lead Designer:

Lyn Sheffield

NextGen Drainage Solutions Box 12 Pilot Mound, MB R0G1P0 Office: (204) 825-2754 Cell: (204) 825-4391 Email: <u>lyn@nextgendrainage.com</u>

- 3. Tile Drainage Installer:
 - Lyn Sheffield contact information as in #2
- 4. Maps as per attachment with design and location of outlets.

NextGen Drainage Solutions

Office: (204) 825-2754 Cell: (204) 825-4391 lyn@nextgendrainage.com PO Box 12 Pilot Mound, MB R0G1P0



- 5. Survey and scope of work as per attachment
 - ¼ inch drainage co-efficient; Minimum slope 0.1 %
 - 45 estimated maximum total tiled acres
 - 50-foot tile spacing
 - 8-inch maximum outlet size
 - 148.6 GPM maximum flow rate
 - o Outlet 1 Flows into surface drain on landowners field
 - gravity flow with a Valetta Slide Gate Control Structure
 - 24 acres, 8 inch outlet, max 148.6 GPM
 - o Outlet 2 Flows into drain in blind road allowance 44N
 - gravity flow with a Valetta Slide Gate Control
 Structure
 - 21 acres, 8 inch outlet, max 148.6 GPM
 - Erosion controlled with rubber matting and rip rap rock

Please review as NextGen Drainage is requesting Municipality of Oakland Wawanesa's consent to allow the water from outlet 2 to flow into the blind road allowance of 44N. Please do not hesitate to call if you require further information or have any questions.

Sincerely,

Alissa Johnson

NextGen Drainage Solutions

T: 204-215-2888 E: alissa@nextgendrainage.com

NextGen Drainage Solutions

Office: (204) 825-2754 Cell: (204) 825-4391 lyn@nextgendrainage.com PO Box 12 Pilot Mound, MB R0G1P0



Client: Spring Valley LLD: SW9-8-17-W1 RM: Oakland-Wawanesa Acres: 45a Spacing: 50' DC: 1/4"

Outlet type(s): Gravity Outlet loc(s): Natural Drain Max. est. flow rate(s): 148.6GPM

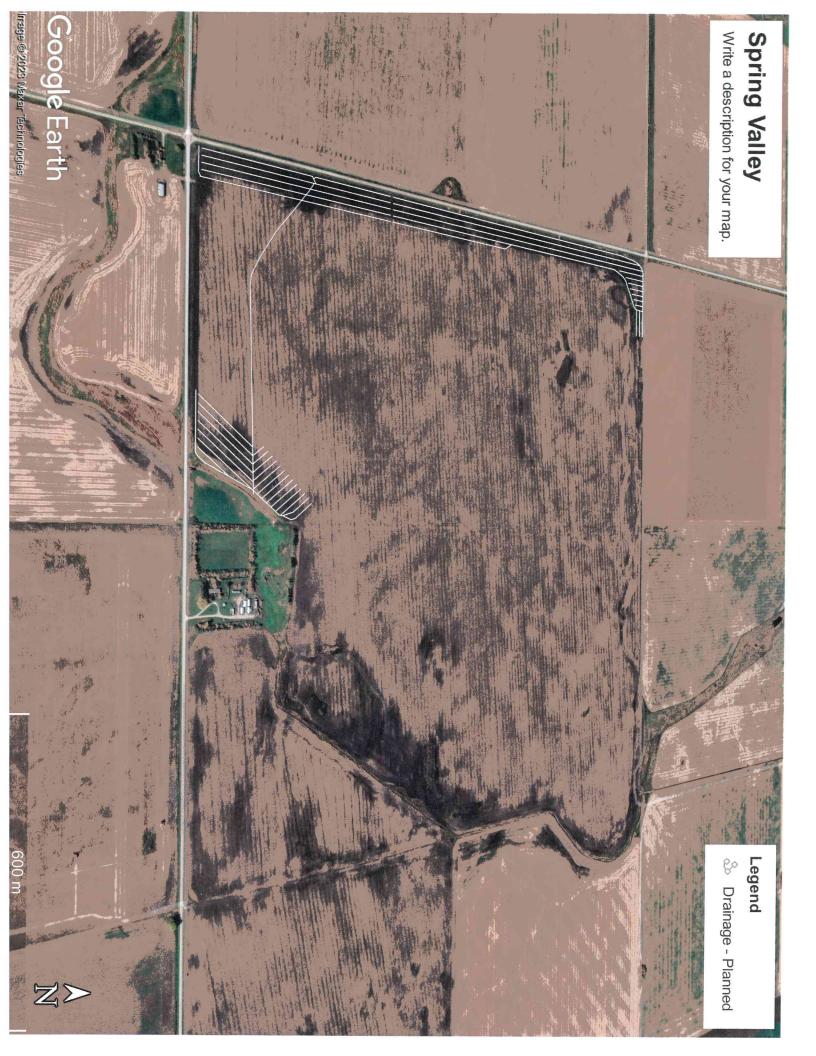
Ctrl structure on gravity otl Non-perforated headers. Laterals: average depth 3.0'

Version: 2 Date: 2023-09-28 Designer: R Singh Approved by: B Sheffield

04in	34806.86 ft
06in	2999.70 ft
08in	800.00 ft

Spring Valley SW9-8-17-W1







Issued in accordance with the provisions of **The Water Rights Act** and regulations made thereunder. Licence No. <u>10-WCW-1221</u>

Know all men by these presents that in consideration of and subject to the provisoes, conditions and restrictions hereinafter contained, the Minister of Water Stewardship for the Province of Manitoba does by these presents give full right and liberty, leave and licence to **Spring Valley Colony** in the **Rural Municipality of Oakland** in the Province of Manitoba (hereinafter called "the LICENSEE") to construct drainage or other works (hereinafter called "the WORKS") described as follows:

Relocate field ditch to municipal right-of-way.

and located on the following described lands:

North of the North Half of 9-8-17wpm.

and more particularly shown on a plan filed in the office of the Director, Water Stewardship Branch, a copy of which plan is hereto attached and marked **Exhibit "A".**

This Licence is issued upon the express condition that it shall be subject to the provisions of The Water Rights Act and Regulations and all amendments thereto and, without limiting the generality of the aforesaid, to the following terms and conditions, namely:

1. The WORKS shall be constructed and operated in accordance with the terms and conditions described as follows:

Construction and maintenance of the ditch on the Municipal right-of-way will be the responsibility of the Licensee.

Ditch to be constructed south of the existing dirt machinery trail, as follows:

- Maximum depth of 75 centimetres
- Minimum width at bottom of 1 metre
- Minimum side slope ratio of 3:1
- Overall (total) width of entire ditch to be 5.5 metres (~ 18 feet)
- Side slopes and bottom to be top-dressed with black dirt and seeded to grass
- Construction and seeding will be completed <u>AFTER June 15th and BEFORE September 1st</u>.

Earth excavated for the ditch construction will be stockpiled and used to fill in the existing ditch. Any earth remaining may be used to fill low spots in the field.

Water is not to be diverted into the new ditch until it is permanently vegetated and stabilized. A block will remain between the existing and new ditches until this condition is met.

Manitoba Water Stewardship reserves the right to request future modifications to this licence to correct unforeseen impacts or to ensure the Works identified in Exhibit "A" are in accordance with approved watershed plans.

- The LICENSEE does hereby remise, release and forever discharge Her Majesty the Queen in Right of the Province of Manitoba, of and from all manner of action, causes of action, claims and demands whatsoever which against Her Majesty the LICENSEE ever had, now has or may hereafter have, resulting from the construction and operation of the WORKS.
- 3. In the event that the rights of others are infringed upon and/or damage to the property of others is sustained as a result of the operation or maintenance of the WORKS and the rights herein granted, the LICENSEE shall be solely responsible and shall save harmless and fully indemnify Her Majesty the Queen in Right of the Province of Manitoba, from and against any liability to which Her Majesty may become liable by virtue of the issue of this Licence and anything done pursuant hereto.
- 4. Upon the execution of this Licence the LICENSEE hereby grants the said Minister and/or his Agents the right of ingress and egress to and from the said lands for the purpose of inspection of the WORKS and the LICENSEE shall at all times comply with such directions and/or orders that may be given by the said Minister or his Agents in writing from time to time with regard to the operation and maintenance of the WORKS.
- 5. If for any reason whatsoever the said Minister deems it advisable to cancel this Licence, he may do so by letter addressed to the LICENSEE at C/o Sam Hofer, R. R. # 4, Box 38, Brandon, MB R7A 5Y4.
- 6. The term of this Licence shall be in **perpetuity** and this Licence shall become effective only on the date of execution hereof by a person so authorized in the Department of Water Stewardship.

Page 2

In witness whereof I,, th (name) on the terms and conditions set forth therein and hereby set n A.D. 2010.	e undersigned hereby agree to accept the aforesaid Licence ny hand and seal thisday of
SIGNED in the presence of	Witness
	Licensee full name (please print)
	Licensee signature
Issued in the Province of Manitoba, this day of	A.D. 20
	Full Name (printed)

Badge number (if applicable)

The Honorable the Minister of Water Stewardship or designate

Joni Swidnicki

From: Sent: To: Subject: Dave Kreklewich <kreklewichdm@gmail.com> Thursday, October 12, 2023 11:14 AM Joni Swidnicki Fwd: Community Letter

------ Forwarded message ------From: **Simon Ellis** <<u>simon@ellisseeds.com</u>> Date: Thu, Oct 12, 2023, 11:11 AM Subject: Community Letter To: Dave Kreklewich <<u>kreklewichdm@gmail.com</u>>

Dave, Thank you for dropping by this morning to discuss our business issue relating to getting trucks into our location.

At present the DOT officer is telling us only 28mt loads can be hauled in by Super B trucks. This has caused the custom haulers to decline to haul into us. This has caused a loss of business in one of our busiest times of year.

This issue has never been brought to our attention in all the years we have been in operation. In fact we have had overweight trucks from the scale at 2 & 10 sent here to offload.

In the Vehicle Weights and Dimensions on Classes of Highways Regulations document there is an exemption of 8 km from an RTAC highway to a "Community." Ellis Farm Supplies is within 8 km of highway 2 (an RTAC highway.) And we feel there is precedence of our business being considered a community business and allowed to operate under this exemption. Below is the excerpt from the document giving the exact wording.

1(2) A class A1 or BI highway is designated as an RTAC route if

(a) it provides access between an RTAC route designated in subsection (1) and a community that is identified by name on the Official Highway Map of Manitoba displayed on the department's website; and
(b) the community is located within 8 km of the intersection of the class A1 or B1 highway and the RTAC route designated in subsection (1).

The document does not define community, but does say it has to be identified on the Official Highway Map of Manitoba, which Wawanesa is. Since there is no definition for community, this leaves it open to interpretation by the DOT inspector which may be where our issue is occuring.

We believe that Ellis Farm Supplies Ltd. is a part of the Community of Wawanesa. As a supporter of many events, active on various boards, and patron of other businesses in the community. Our address is 41100 PR 340, much like some residents and another business in the community.

With this in mind we would like to request a letter supporting Ellis Farm Supplies Ltd. as part of the "Community" of Wawanesa. If there are any questions or ideas that could help us rectify this issue please don't hesitate to reach out.

In the long term, investigating a change in the weight rating for the 340 would be a fantastic option. Even moving up to A1 weights would help farms and businesses in the Municipality. We hope that Wawanesa, and the greater Oakland-Wawanesa remains open for business, now and well into the future.

Sincerely,

Simon Ellis, Tech. Ag. Cell: 204-720-9155 Office: 204-824-2290

Trucks on Treesbank

Simon Ellis <simon@ellisseeds.com> Wed 10/11/2023 11:47 AM To:Norma Will <adminassist@oakland-wawanesa.ca>;Dave Kreklewich <kreklewichdm@gmail.com> Good Morning,

We are trying to get RTAC weights into our location. We are in a position where we aren't able to go through town on the 340 or any direction. This has never been an issue in the 100 years of operation. DOT is telling us there is no way to get Super B loads into Ellis Seeds. This would end our business.

Would it be possible to get permission to send loaded trucks down the Treesbank and Methven roads?

In the future we would hope that we could work with the municipality to get a new bridge set to RTAC weights.

If you have any questions or concerns please let me know.

Simon Ellis, Tech. Ag. Cell: 204-720-9155 Office: 204-824-2290



AGREEMENT FOR INSTALLATION OF FIBRE OPTIC CABLE BETWEEN The RM of OAKLAND-WAWANESA AND RFNOW INC.

AGREEMENT FOR UNDERGROUND INSTALLATION

THIS AGREEMENT made, in duplicate, this _____ day of ____

BETWEEN

The RM of OAKLAND-WAWANESA

(Hereinafter called "the RM") of the First Part;

and

RFNOW INC.

(Hereinafter called "the Applicant") of the Second Part;

WHEREAS the Applicant wishes to construct and maintain a fibre optic cable (hereinafter called "the Works") along, across, and under portions of the roads under the jurisdiction of the RM.

AND WHEREAS the RM is prepared to permit the Applicant to construct and maintain the Works according to the terms and conditions as hereinafter provided,

NOW THEREFORE, the parties hereto agree as follows:

CONSTRUCTION AND RESTORATION

- 1) That the Applicant may construct and maintain the Works under the street according to the facsimile and map referred to as Schedule "A" attached and forming part and parcel of this Agreement.
- 2) That, at least 48 hours prior to commencing work, the Applicant shall notify the RM designate of the Applicant's intention to start the Works. In the case of an emergency repair to the Works, notice shall be given of work completed at the Applicant's earliest convenience.
- 3) That the Applicant shall arrange for the safe movement of traffic and pedestrians during installation of the Works by providing and maintaining the necessary signs, barricades, channeling, and other devices that are generally required by good practice.
- 4) That the Applicant shall install the Works through the roads by boring, tunneling, or jacking.
- 5) That the Applicant shall first obtain written permission if it becomes necessary for the Applicant to install the Works through the road embankment by excavating open trenches.
- 6) That the Applicant may excavate trenches for the Works within the right-of-way of the road, but not closer than within two metres of existing shoulder, unless otherwise permitted by Paragraph Four. The Applicant shall ensure that the trenches are adequately shored.
- 7) That the Applicant shall backfill the trenches and/or plow cuts, compact the materials, and restore the surface including revegetation over affected areas to a condition similar and equal in nature to what had existed prior to commencement of the Works. The Applicant shall be responsible for restoration of the Works within the right-of-way of the street for a two-year period following the date of the approval letter authorizing the Applicant to commence the Works.
- 8) That the RM may perform the restoration required and charge the Applicant with the full cost thereof if the Applicant should fail to restore the disturbed areas.
- 9) That the Applicant shall use due care and attention to avoid damage to property and, in the event of damage to this property during the construction and maintenance of the Works, the Applicant shall immediately restore this property to a satisfactory condition.

10) That the Applicant shall not use the road location for any purpose other than the construction, operation, and maintenance of the Works.

DEFAULT

11) If the Applicant fails to perform any of the obligations under Part A hereof, the RM designate shall advise the Applicant of the default, and, if the Applicant fails to remedy the default within a reasonable timeframe set out in the said advice, the RM designate responsible may then take the necessary steps to remedy the default, and the Applicant shall be liable for and pay to The RM all of the cost and expenses incurred by the RM in doing so.

LIABILITY

- 12) That the Applicant shall be responsible for all direct costs that may occur because of damage the Applicant causes to the roads, RM utilities, or RM underground services within the right-of-way of the road while constructing or maintaining the Works.
- 13) That the Applicant shall comply with all applicable municipal by-laws and other laws and regulations in constructing, operating, and maintaining the Works.

ASSIGNMENT AND NOTICE

- 14) That the Applicant shall not assign this Agreement or transfer any rights obtained hereunder without the express written consent of the RM, such consent not to be unreasonably withheld.
- 15) That any notice required under this Agreement shall be effective if it is in writing and given to the Applicant or sent to the Applicant by certified mail at the following address:

RFNOW INC. 297 Nelson Street West P.O. Box 448 Virden, Manitoba ROM 2C0

SPECIAL PROVISIONS

- Pipe pushing, tunneling, and directional boring, to be utilized for the fibre optic cable placed through the streets within the jurisdiction of the RM.
- Lines crossing a roadway shall be as close to right angles to the centre line as possible. The preferred angle of crossing is between 70 and 90 degrees.
- Applicant must not have material in the minimum one-meter "clear zone" from the shoulder of the road.
- The owner of the Works will be responsible to re-vegetate any disturbed areas in conjunction with appropriate erosion control measures.
- Contractor must salvage any topsoil to use when restoring original conditions.
- Should it be necessary to locate, expose, lower, move, or relocate the said buried fibre optic cable at any time because of the repair, reconstruction, or alteration of the roadway, the owner of "The Works" shall comply with the request and be responsible for all its costs incurred in such compliance. The RM shall provide not less than thirty (30) days written notice of any requirement to lower, move or relocate the Works.
- The Works are to be buried to a depth of at least one meters and the same depth maintained throughout the

entire right-of-way.

- Additional service connection installations proposed to be connected to the Works are to be authorized by addendum to this Agreement between the Applicant and the RM at the same general terms and conditions set out in this Agreement. RM approval shall not be unreasonably withheld.
- The Works shall be placed no closer than one meter from existing municipal facilities, such as water lines, valves, culverts, and sewage lines.
- The Works shall be placed at an offset of 3 meters from the adjacent property line unless another utility occupies this offset. If the 3-meter offset is not available, the Applicant shall discuss with the RM Public Works representative and place the Works within a 1-meter deviation from the 3-meter offset.
- Any additional infrastructure will be covered under the terms and conditions of this Agreement. The Applicant shall provide the RM with construction plans for the RM's records, that will be considered subsequent Schedule parts. A designated RM employee shall review the construction plans and approve prior to construction in a timely manner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

SIGNED IN THE PRESENCE OF:

Reeve, RM of Oakland-Wawanesa

(Seal)

CAO, RM of Oakland-Wawanesa

Witness to Signature (if not sealed)

Per:

RFNow Inc.

Schedule "A"

RFNow Inc. is planning to install fibre optic cable in the RM of Oakland-Wawanesa. The fiber optic cable shall be direct buried with road crossings to be placed inside of a 38mm PVC conduit. Subterranean vaults shall be used for junction points. RFNOW will place a marker post with RFNow Inc.'s contact information at each vault.

[Map below]



Joni Swidnicki

From:	Brittany Masson <brittanymasson@rfnow.net></brittanymasson@rfnow.net>
Sent:	Thursday, October 5, 2023 2:19 PM
То:	Joni Swidnicki; Chelsea Long
Cc:	Ashley Bell
Subject:	Re: RFNow Inc Offset Change Request - Carroll
Attachments:	Municipal Agreement - RM Oakland-Wawanesa.pdf; Schedule A - RFNow Inc. Oakland-
	Wawanesa SA.pdf

Hi Joni,

I just wanted to send an email to follow up on our phone call, so that you may bring this to the next council meeting with our offset request.

I have attached a Service Agreement to be reviewed at your next council meeting this month. I am hoping that this helps to avoid any delays or issues that may come forth with the installs.

I have included in this agreement that we are requesting a 3m offset with a +- 1m deviation option if we have to avoid any utilities in the ROW. The schedule attached will take the place of the path change that we originally requested.

Please let me know if you have any questions or concerns about this agreement.

Thank you,

Brittany Masson | Manager, Design and Engineering RFNow Inc. (431) 763-6755 brittanymasson@rfnow.net



This e-mail is confidential, may be privileged and is intended for the exclusive use of the addressee. Any other person is strictly prohibited from disclosing, distributing or reproducing this message. If you have received this e-mail in error, please immediately delete it and notify the sender. Thank you.

From: Joni Swidnicki <cao@oakland-wawanesa.ca> Sent: Thursday, October 5, 2023 8:53 AM To: Ashley Bell <ashleybell@rfnow.net> Cc: Chelsea Long <pw@oakland-wawanesa.ca> Subject: RE: RFNow Inc. - Offset Change Request - Carroll

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ashley,

As a Council decision has been made on this matter, the process would have to be a councillor giving notice at the October 20 meeting that he wants the matter reconsidered at the November 17 meeting.

Administratively, we don't have the authority to change Council's direction on this.

I'm not sure if mid-November still gives you enough time to do the install, but that is the quickest we would have a new resolution.

Joni

From: Ashley Bell <ashleybell@rfnow.net> Sent: Wednesday, October 4, 2023 9:37 AM To: Joni Swidnicki <cao@oakland-wawanesa.ca> Subject: RFNow Inc. - Offset Change Request - Carroll

Good Morning Joni

We are requesting an offset change for the attached path for the Carroll area. We were approved at a 1m offset but there is a high pressure gas main running along there as well so my foreman is wondering if we can run at a 4m offset to be able to stay 3m away from the gas main.

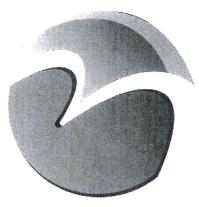
Let me know what you think.

Thanks,

Ashley Bell | Civil Planner | <u>RFNOW Inc.</u> PO Box 448, 297 Nelson Street, Virden, MB ROM 2CO Phone: (204) 821-6997 Email: <u>ashleybell@rfnow.net</u> Connect on: <u>Twitter</u> | <u>Facebook</u>



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Engineering Services Agreement

Project Identification

Project No:	BMCE 2023-177
Project Name:	Municipal Engineering Services
Type of Services:	Civil Engineering
Date:	October 11, 2023

Parties

Client: Municipality of Oakland-Wawanesa 106 Fourth Street, P.O. Box 278 Wawanesa, MB ROK 2G0 Tel: 204.824.2666 pw@oakland-wawanesa.ca

(hereafter "the Client")

Firm: Burns Maendel Consulting Engineers Ltd. 1331 Princess Avenue Brandon, MB R7A 0R4 Tel: 204.728.7364 Fax: 204.728.4418

(hereafter "BMCE")





In consideration of the Client engaging and retaining BMCE to undertake certain professional design services for the Client, the parties agree to the following terms and conditions of that engagement and retainer.

1. General Project Description

In the fall of 2023, the Municipality of Oakland-Wawanesa requested a proposal for engineering services for drainage improvements in Wawanesa, MB. Upon reviewing the responses to the RFP, the drainage improvements project was not awarded. Daniel Burns, P. Eng., of Burns Maendel Consulting Engineers Ltd. (BMCE) discussed the project with the Municipality and advised that a reduced scope and direct consultation with an engineering firm would have provided the necessary answers at a much lower cost than the RFP solicited.

During these discussions, Mr. Burns advised the Municipality that BMCE often acts as the Municipal Engineer on a standing-offer basis for small projects and approvals to reduce the time and administrative requirements necessitated by the RFP process. By executing a standing offer agreement, BMCE is able to offer asneeded engineering services for small budget projects and provide answers, approvals support, design solutions, cost estimates and more.

BMCE currently maintains standing offer agreements to provide engineering services for the Municipality of Harrison Park, the RM of Wallace-Woodworth, the Municipality of Clanwilliam-Erikson, the RM of Elton and the RM of Cornwallis. These municipalities retain our services on an as needed basis to complete the review and approval of roads, subdivisions, drainage, culvert sizing, condition assessments, and land development projects.

Due to the unknown nature of the work, BMCE typically completes all surveys, consultations, reviews, inspections, and reports on a time and disbursement basis. In the event that BMCE recommends more detailed analysis or design be completed, a stipulated price proposal is then submitted to the Municipality for the scope of work to be approved prior to commencing.

Currently the municipalities that we provide drawing review and land development approval services for will pass on the costs of the reviews, inspections, and reports to the developer. They accomplish this via a clause in the development agreement where the developer agrees to pay the costs of all professional fees including the municipal engineering services. This method protects the municipality and puts the onus on the developer to provide good quality drawings and complete construction in accordance with the drawings and specifications to keep costs of the services to a minimum.

(collectively "the Project")

2. <u>Scope of Professional Engineering Services</u>

Scope of Work: BMCE can provide the following Municipal Engineer services as requested by the Municipality of Oakland-Wawanesa.

2.1. Drainage Review

BMCE can provide topographical survey services to evaluate drainage conditions and model the existing ground surface. BMCE can then provide an estimate on the scope of work required to remedy drainage concerns and provide

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recommendations on design solutions for remediation. This may include details for ditch shaping, culvert sizing, or grading.

2.2. Licensing and Approvals Support

BMCE can provide engineering drawings and technical memoranda to accompany submittals to the Province of Manitoba and other Authorities Having Jurisdiction (AHJ) when the Municipality requires licenses or permits beyond their municipal jurisdiction. This may include drainage into provincial waterways, environmental approvals, or roadway connections to provincial highways.

2.3. Infrastructure Condition Assessments

BMCE can conduct site inspections to evaluate the condition of existing municipal infrastructure and provide recommendations regarding repairs, maintenance, optimization and replacement. BMCE can provide these evaluations for infrastructure such as municipal shops, water treatment and distribution systems, wastewater collection and treatment facilities, culverts and bridges, pavement and sidewalks, retaining walls and more. These condition assessments could provide valuable insight into the schedule and budget of municipal upkeep.

2.4. Engineering Plans Review

BMCE can complete a review of any plans for subdivisions, developments, drainage, water, sewer, or any other infrastructure that have been submitted to the municipality. The review will include a check for conformance with the Municipality of Oakland-Wawanesa's by-laws, policies, watershed plans, and good engineering practice. BMCE will provide a review letter detailing any required changes prior to BMCE's final approval of the drawings before construction.

2.5. Construction Inspections and Review

BMCE can complete inspections of any subdivisions, developments, drainage, water, sewer, or other infrastructure as requested by the Municipality of Oakland-Wawanesa. Inspections will generally be limited to a visual site inspection to confirm general conformance with the drawings and specifications, however additional works may be completed on an as-needed basis. BMCE will provide a letter of opinion detailing any items not in conformance with the approved drawings and specifications.

Upon final completion of the work by the developer, BMCE will provide a completion certificate to the municipality which will signal the start of the warranty period.

2.6. Warranty Inspection and Review

BMCE can complete a warranty inspection and review of any works following the warranty period. Any concerns with regards to the works will be outlined in a letter of opinion to the municipality. A final acceptance certificate will be issued if there are no concerns following the inspection which signals the point where the works becomes the responsibility of the Municipality of Oakland-Wawanesa.

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While the above tasks are those that are typically requested within standing offer agreements, BMCE also provides numerous other services directly to Municipalities. Some of the other services that we can offer include:

- Feasibility Studies
- Project Management Road Design
- Lagoons
- Municipal Shops
- Firehalls
- Tendering
- Sewer & Water Infrastructure Design
- Drainage Designs/Design Licensing applications
- Bridge/Culvert Replacement Design
- 2.7. Construction Administration Services: N/A
- 2.8. Contract Administration Services: N/A
- (individually the "Tasks", and collectively "the Scope of Work")
- 2.9. Items not included in scope of work:

2.9.1. N/A

- 2.10. Changes to the Scope of Work: This Agreement is based on and limited to the Scope of Work as above. However, certain events may require a change in the Scope of Work, such as, but not limited to:
 - 2.10.1. Suggestions of BMCE to improve the cost effectiveness, or technical benefit of the Project.
 - 2.10.2. Changes to legislation, regulations, or the interpretation thereof subsequent to the date of this Agreement.
 - 2.10.3. Unforeseen conditions or deficiencies in equipment or structures used in the Project.
 - 2.10.4. Unforeseen circumstances and events beyond BMCE's control, such as, but not limited to: acts of God, severe weather, labour or transportation difficulties, war, riots, actions or failures to act on the part of government, fire, explosions or accident.
 - 2.10.5. Changes requested or otherwise attributable to the Client or the Client's contractors, employees or agents.
- 2.11. In the event that a change to the Tasks or the Scope of Work is required, then BMCE shall deliver a "Proposed Change Notice (PCN)" to the Client to reflect any changes to the Scope of Work, Schedule, Compensation or other changes. In that event, upon delivery and acceptance by the Client of the "Proposed Change Notice (PCN)", all of its terms shall be incorporated herein as an amendment to this Agreement.

3. Deliverables

BMCE shall deliver the following in accordance with the Scope of Work:

3.1. Review Letters in electronic PDF format to the Client, issued under seal by a Registered Professional Engineer, licensed to practice in the Province of Manitoba.

(collectively "the Deliverables")

4. Schedule

BMCE will commence work promptly and proceed diligently until each task of an assignment is completed. BMCE strives to complete reviews and inspections in a timely manner following approval by the Client. Typically, BMCE will complete reviews or inspections of drawing submittals within 5 days of approval to proceed, but timelines may vary depending upon the requested engineering services. The final project schedule is to be determined and agreed upon after project award.

5. Compensation

5.1. Time & Disbursement Professional Fees:

Due to the nature of the Scope of Work, all tasks shall be completed and billed on a time and disbursement basis in accordance with the rate schedule included in Section 5.3

5.2. Authorization

A signed proposal is required prior to commencing work on the project; invoicing for Engineering Services will be on a monthly basis with the retainer applied to the final invoice for the project. Payment in full is required prior to release of final deliverable.

5.3. Rate Schedule

In the event that extra work is required to complete this project a Proposed Change Notice (PCN) will be executed in accordance with Section 6.4 *Changes to the Scope of Work.* The extra work will be executed on an hourly basis, using the following rate schedule:

2023 RATE SCHEDULE				
SENIOR ARCHITECT	\$ 180.00 / hr	SENIOR TECHNOLOGIST - LV4	\$ 120.00 / hr	
SENIOR ENGINEER	\$ 165.00 / hr	SENIOR TECHNOLOGIST - LV2	\$ 110.00 / hr	
INTERMEDIATE ENGINEER	\$ 138.00 / hr	SENIOR TECHNOLOGIST - LV1	\$ 105.00 / hr	
JUNIOR ENGINEER – LV5	\$ 120.00 / hr	INTERMEDIATE TECHNOLOGIST	\$ 100.00 / hr	
JUNIOR ENGINEER – EIT LV4	\$ 117.00 / hr	JUNIOR TECHNOLOGIST	\$ 95.00 / hr	
JUNIOR ENGINEER - EIT LV2	\$ 100.00 / hr	SURVEY CREW CHIEF	\$ 100.00 / hr	
TYPE 1 EXPENSES (REFER TO 6.3.1 BELOW)	5% of fees	ADMINISTRATION	\$ 58.00 / hr	
TYPE 2 EXPENSES (REFER TO 6.3.2 BELOW)	Cost Plus 12%	MILEAGE	\$ 0.85 per km	

- 5.4. In cases where time limitations are imposed or arise due to the Client's needs, work performed in excess of 8 hours per day will be charged at a rate of 150% of the quoted rate.
- 5.5. Hourly rates shall be subject to adjustment, not more than annually, on notice to the Client.
- 5.6. All fees are subject to Federal Goods and Services Tax (GST) of 5% and Provincial Sales Tax (PST) of 30% of 8% or 2.4%.

6. <u>Terms and Conditions</u>

The following terms and conditions shall form part of this Agreement:

6.1. **Time for Acceptance -** If not executed by both parties within 30 days of the date first above written, this Agreement is no longer valid nor open for acceptance, unless the time for doing so is extended in writing. Upon receipt of the signed Engineering Service Agreement and required retainer, BMCE will schedule and advise the client when we will commence with the execution of the scope of work.

6.2. **Compensation** - It is BMCE's practice to invoice monthly, but may be accelerated or delayed, depending on the Scope of Work. Unless otherwise agreed to in writing, all amounts invoiced shall be due in Canadian funds, within 15 days of invoicing. Interest on overdue accounts shall be due at a rate of 2% per month, simple interest, from date of being overdue until paid in full. Failure to pay invoices by the due date may lead to limiting or terminating services prior to completion of the project. Any reports and/or drawings related to this project will remain property of BMCE until receipt of full payment for services rendered. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by BMCE in the collection of delinquent invoice amounts shall be paid by the client. In the event the Client disputes all or part of an invoice, Client must advise BMCE in writing within 15 days from that invoice date. Undisputed portions of invoice are subject to payment within 15 days.

6.2.1. If retainer required prior to commencing work on the project; the balance will be due prior to release of the final deliverable. It is BMCE's practice to apply the retainer to the final invoice for the project.

6.2.2. In the event that extra work is required to complete this project a change order will be executed in accordance with Section 6.4 Changes to the Scope of Work. The extra work will be executed on an hourly basis, using the provided rate schedule.

6.2.3. In cases where time limitations are imposed or arise due to the Client's needs, work performed in excess of 8 hours per day will be charged at a rate of 150% of the quoted rate. Work performed outside of a standard workday of 8:00 AM to 5:00 PM may be subject to overtime rate of 150% the quoted rate.

6.2.4. Hourly rates shall be subject to adjustment, not more than annually, on notice to the Client.

6.3. Disbursement Expenses

6.3.1. <u>Type 1 Expenses</u>: A facility access fee will only be charged on billable man hours. A facility access fee is intended to cover costs for routine in-house disbursements that will be charged at a rate of 5.0% of billable time. Examples of such include computer software-annual maintenance charges, purchasing of building codes and design standards as they are updated, photocopying (but not including printing of tender documents), plotting (paper only), etc.

6.3.2. <u>Type 2 Expenses</u>: Project related expenses such as, living out allowances, tools and equipment rental, project supplies, etc., will be compensated at BMCE's cost plus a 12% mark-up. Truck Rental will be charged at \$175.00/day; Robotics/GPS Survey Equipment at \$250.00/day; a half day minimum will apply to all daily rate disbursements when utilized. Disbursements for subcontractors and outside services may be subject to a mark-up of 12% in addition to the direct costs of same.

6.4. **Changes to the Scope of Work** – This Agreement is based on and limited to the Scope of Work as above. However, certain events may require a change in the Scope of Work, such as, but not limited to:

6.4.1. Suggestions of BMCE to improve the cost effectiveness, or technical benefit of the Project.



6.4.2. Changes to legislation, regulations, or the interpretation thereof subsequent to the date of this Agreement.

6.4.3. Unforeseen conditions or deficiencies in equipment or structures used in the Project.

6.4.4. Unforeseen circumstances and events beyond BMCE's control, such as, but not limited to: acts of God, severe weather, labour or transportation difficulties, war, riots, actions or failures to act on the part of government, fire, explosions or accident.

6.4.5. Changes requested or otherwise attributable to the Client or the Client's contractors, employees or agents.

In the event that a change to the Tasks or the Scope of Work is required, then BMCE shall deliver a "Proposed Change Notice (PCN)" to the Client to reflect any changes to the Scope of Work, Schedule, Compensation or other changes. In that event, upon delivery and acceptance by the Client of the "Proposed Change Notice (PCN)", all of its terms shall be incorporated herein as an amendment to this Agreement.

6.5. Termination - This Agreement may be terminated at any time on written notice to either party, upon which the Client shall owe all amounts then due and billed, and any work-in-progress as yet unbilled at that time, calculated in accordance with the entirety of section 5 above. In the event that the Scope of Work is incomplete at time of termination, BMCE may render accounts reflecting the portion that they, in their professional opinion deem to be a fair proportion of the work done in proportion to the quoted whole for the Scope of Work. BMCE may suspend performance of services under this Agreement if: 1) Client fails to make payment in accordance with the terms hereof, 2) Client becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors, 3) BMCE reasonably believes that the Client will be unable to pay BMCE in accordance with the terms hereof and notifies Client in writing prior to such suspension of services. 4) Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party, 5) suspension of the project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate. If any such suspension causes an increase in the time required for BMCE's performance, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

6.6. **Disputes** – Any dispute arising herein shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation or 4) through the court system of the jurisdiction of the BMCE office that entered into this Agreement. Client herby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal fees and costs.

6.7. **Assignment** - BMCE's obligations under this Agreement may be assigned, delegated or subcontracted to other qualified parties. However, unless otherwise agreed to, BMCE will remain obligated to the terms of this Agreement.

6.8. **Professional Responsibility** - In performing its services, BMCE will provide the requisite level of skill, care and diligence normally provided by a professional Engineer, Architect or Engineering Firm doing similar work and practicing in the same or similar localities.

6.9. **Liability** - BMCE's liability is strictly limited to the Scope of Work contained in this Agreement, and BMCE accepts no responsibility whatsoever for any other parties' work. In the event of a breach of its responsibilities, whether in breach of contract, whether in negligence or gross negligence, or any other head of claim, the aggregate liability of BMCE for damages (whether general, punitive, direct or indirect, special or consequential), shall be limited to the lesser of BMCE's compensation under this Agreement, or \$50,000.00, whichever is less. BMCE will not be liable for the failure of any manufactured product or any manufactured or factory assembled system of components to perform in accordance with the manufacturer's specifications, product literature or written documentation.

6.10. **Insurance** – BMCE will maintain insurance for this Agreement in the following types: 1) Errors and Omissions in accordance with the Engineers and Geoscientists Association of Manitoba 2) worker's compensation insurance at statutorily required levels, 3) comprehensive general liability (CGL) insurance and 4) automobile liability insurance for bodily injury and property damage.

6.11. **Consequential Damages** - Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, sub consultants shall be liable to the other or shall make may claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss

of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

6.12. Note on Cost Opinions - In the event that the Scope of Work requires any opinion on costs or economic evaluations, those will be provided on the basis of BMCE's experience and professional judgment. However, since BMCE has no control over market conditions, or bidding procedures, BMCE does not warrant that the ultimate bids, construction costs or economics of the Project will coincide with any opinion offered by BMCE, and BMCE will not be held liable in any capacity for any discrepancy in same.

6.13. **Construction Cost** - is the contract price(s) of all project elements designed by or specified by or on behalf of BMCE, permit fees, contingency amounts, and all applicable taxes including such value-added taxes as the GST, whether recoverable or not. Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated cost of the construction as determined by the Engineer (or the agreed-upon cost consultant's estimate), at market rates at the anticipated time of construction. The Construction Cost does not include the compensation of the Engineer, the engineer's consultants, the land cost or other costs which are the client's responsibility.

6.14. Limitation for Claims - BMCE's liability for any claims whatsoever, shall be subject to a time limit for one year from the completion of the Scope of Work.

6.15. Laws - This Agreement shall be governed by the laws of the province of the BMCE office.

6.16. **Entire Agreement** - This written Agreement constitutes the entire agreement between the parties and there are no other warranties, promises or collateral representations of any kind whatsoever, and no such warranties or promises prior to or subsequent to this Agreement shall have any force or effect unless committed to writing by the parties.

6.17. The person signing this Agreement warrants that he has authority to sign as, or on behalf of, the Client for whom or for whose benefit BMCE's services are rendered. If such a person does not have such authority, he agrees that he is personally liable for all breaches of this Agreement, and in any such action against him for breach of such warranty, reasonable legal fees and costs shall be included in a judgment rendered.

6.18. **Taxes** - The Client shall be responsible for the payment of all applicable taxes or governmental levies whatsoever, including, but not limited to Provincial Sales Tax and Goods and Services Tax. All fees are subject to Federal Goods and Services Tax (GST) of 5% and Provincial Sales Tax (PST) of 2.1% (30% of 7%).

6.19. **Intellectual Property** - Anything created by BMCE shall remain the intellectual property of BMCE. Should the Client, their agent, or any appointed contractors retain the services of a professional design firm other than BMCE to complete any works initiated by BMCE, all work including drawings, survey, geotechnical reports, etc. shall be returned to BMCE as they remain the property of BMCE. All conceptual work developed by BMCE shall remain the property of BMCE and may not be reproduced without BMCE's written consent.

6.20. **Privacy Policy** - BMCE endeavors to abide by the Personal Information and Electronic Documents Act, and the Canadian Standards Associations Model Code for the Protection of Personal Information. BMCE will maintain the Client's personal information, and will not disclose personal information without the consent of the Client except as follows:

6.20.1. Where required by law to do so.

6.20.2. Where disclosure is necessarily related providing the Scope of Work and in engaging third parties in the context of the Scope of Work.

6.20.3. Where the information is already within the public domain.

6.20.4. Where disclosure to third parties is necessary to establish or collect the compensation otherwise due hereunder.

6.21. **Permits and Utilities** – Unless otherwise stated elsewhere, the Client shall apply for and obtain all required permits and licenses and shall make all necessary agreements for right of entry to provide BMCE access to the site for all equipment and personnel and no charge to BMCE. The Client shall also provide BMCE with the location of all underground utilities and structures in the exploration area. BMCE is not responsible for the location or identification of utilities.



6.22. Site Information and Access – The Client shall make available to BMCE all relevant information and documents under his control regarding past, present and proposed conditions of the site. The information shall include, but not be limited to, plot plans, topographic and legal surveys, hydrologic data and previous soil and geologic data including borings, field or laboratory tests and written reports. The Client shall also ensure uninterrupted site access for BMCE throughout the performance of this agreement. BMCE is entitled to rely upon accuracy and completeness of information and data furnished by the Client and third parties, including information and data originating from a Consultant of the Client, whether such a Consultant is engaged at the request of the Engineer, the Client or otherwise.

6.23. Field Representation – Unless otherwise expressly agreed in writing, BMCE shall not be responsible for the safety or direction of the means and methods at the Client's site of contractors or their employees or agents that are not hired by BMCE, and the presence of BMCE at the Client's site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with the project plans and specifications. If necessary, the Client will advise any contractors that BMCE's services are so limited. BMCE will not assume the role of "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed in writing.

7. Project Authorization

By signing this Agreement, the Client specifically authorizes BMCE to commence the Scope of Work, with a view to completing the Deliveries, and by their signatures below, the Client (or its duly authorized representative) and BMCE agree to the preceding terms of this Agreement.

Client:

Date

BMCE, per

Daniel Burns, P. Eng. Civil Engineer

October 11, 2023

Date



Joni Swidnicki

From: Sent: To: Subject: Elaine McGregor Thursday, October 12, 2023 1:31 PM Joni Swidnicki Resolution to be added to the Agenda

Joni,

Can you please add a resolution to the agenda for the October Council meeting, worded something like:

BE IT RESOLVED that the costs of the project to rebuild 113W, (the Carroll Road), in the amount of \$19,765.00, be expended from the Gas Tax Reserve. Thank you,

Elaine McGregor, BComm (Hons), CMMA (Hons) Finance Officer Municipality of Oakland-Wawanesa Phone: 204.824.2666 Email: <u>finance@oakland-wawanesa.ca</u> Web: <u>www.oakland-wawanesa.ca</u>



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September 19, 2023

Please take this as my written notice that at the November 17, 2023 meeting of Council, I intend to bring forward the following motion:

BE IT RESOLVED that Motion No. 349 (September 15, 2023) related to the installation of a culvert and sloping of the driveway at 204 Commercial Street, be reconsidered.

Councillor Bob McDonald

BobMSPorver

October 5, 2023

Please take this as my written notice that at the November 17, 2023 meeting of Council, I intend to bring forward the following motion:

BE IT RESOLVED that Motion No. 303 (July 21, 2023) related to making application under the Low Carbon Economy Fund, be reconsidered.

Councillor Bob McDonald

Bob MSPorver

October 12, 2023

Please take this as my written notice that at the November 17, 2023 meeting of Council, I intend to bring forward the following motion:

BE IT RESOLVED that Motion No. 121 (February 21, 2023) related to the offset requirements for a fibre path addition located in 8-8-19W, be reconsidered.

Councillor Hatch

October 12, 2023

Please take this as my written notice that at the November 17, 2023 meeting of Council, I intend to bring forward the following motion:

BE IT RESOLVED that Motion No. 335 (August 18, 2023) related to the amount for utility debenture, be reconsidered.

Councillor Bob McDonald

. Bob MS Pornels