

## RURAL MUNICIPALITY OF WHITEMOUTH

Minutes of the regular meeting of Council held on July 23, 2019, at 6:00 pm, in the Council Chambers of the Rural Municipality of Whitemouth.

**Present:** Reeve Amerongen, Deputy Reeve Sikkenga, Councillors Bachman, Honke and Malkoske and Chief Administrative Officer Johnson.

Reeve Amerongen called the meeting to order at 6:00 p.m.

### Adoption of Agenda:

Moved by Sikkenga and seconded by Bachman

216/19 **WHEREAS** the agenda for this regular meeting has been reviewed by Council;

**NOW THEREFORE BE IT RESOLVED THAT** the agenda shall be adopted as amended.

For: All      Against: None

**CARRIED**

### Reading and Confirming of Minutes:

Moved by Amerongen and seconded by Honke

217/19 **WHEREAS** the minutes of the regular meeting held on July 9, 2019, have been submitted to Council for their review;

**NOW THEREFORE BE IT RESOLVED THAT** these minutes be adopted as amended.

For: All      Against: None

**CARRIED**

### Financial:

#### 1. Payment of accounts.

Moved by Bachman and seconded by Malkoske

218/19 **WHEREAS** the following items have been submitted for approval of payment: Cheque No. 21589 to 216523 and Electronic Payments EFT 2221 to 2265

**THEREFORE BE IT RESOLVED THAT** payments be approved for an amount not to exceed \$301,914.11.

For: All      Against: None

**CARRIED**

Moved by Bachman and seconded by Sikkenga

219/19 **WHEREAS** the following items have been submitted for approval of payment: Electronic Payments EFT 2266 to 2269 & EFT 2300 and 2301

**THEREFORE BE IT RESOLVED THAT** payments be approved for an amount not to exceed \$6,494.42.

For: All      Against: None

**CARRIED**

Prior to any discussion on Resolution 219/19 Reeve Amerongen and Councillor Honke requested permission to be excused from all discussions. They vacated their chairs and did not return until the resolution was completed.

#### 2. Financial Statements for June 2019.

Moved by Sikkenga and seconded by Honke

220/19 **WHEREAS** the financial statements ending June 30, 2019, have been distributed to Council for their review;

**NOW THEREFORE BE IT RESOLVED THAT** these statements are hereby adopted as circulated.

For: All      Against: None

**CARRIED**

## Reports of Committees:

- Eastern Regional Municipal Lobby Committee, information from June 17, 2019; and
- Whitemouth River Recreation Commission Inc. Re: Audited Financial Statements to December 31, 2018.

Verbal reports were provided by Councillor Bachman on the Whitemouth River Recreation Commission and the Website; Deputy Reeve Sikkenga on the Fire Management Meeting and the Whitemouth Child Care Committee; Councillor Honke on the Whitemouth Museum; Councillor Malkoske on the Fire Department; and Reeve Amerongen on the Eastern Regional Municipal Lobby Committee.

**Public Works:** Minutes of July 23, 2019

## Delegation:

6:30 p.m. Micheal Becker attended to request that Homestead Road be graded, advising that it has not yet been done this year. Council was of the opinion that the road had been graded. Referred to Administration.

## Public Hearing:

6:45 p.m. Conditional Use Application from Rivers Edge Resort Inc. – to allow overnight parking of RV's, Camper Trailers, or vehicles for the purpose of sleeping overnight after completion of social functions.

Moved by Amerongen and seconded by Sikkenga

224/19 **BE IT RESOLVED THAT** the regular order of business of Council be temporarily suspended to open a public hearing to consider a Conditional Use Application for Roll Nos. 43800, 43900, and 43950, being Conditional Use Application No. C 09/19.

For: All      Against: None

**CARRIED**

Moved by Amerongen and seconded by Honke

225/19 **BE IT RESOLVED THAT** the business of the Public Hearing is now completed and is now closed that Council return to their regular order of business of the Council Meeting.

For: All      Against: None

**CARRIED**

Moved by Honke and seconded by Amerongen

226/19 **WHEREAS** a request has been received from Scott and Joy Sutyla of Rivers Edge Resort Inc. to allow overnight parking of RV's, Camper Trailers, or Vehicles for the purpose of sleeping after the completion of a Wedding or Social Function at Rivers Edge Resort Facility on Friday and Saturday Nights only;

**AND WHEREAS** the application No. is C 09/19;

**AND WHEREAS** the property is located in the SW 33-10-12 EPM, commonly known as 74 Regan Avenue;

**AND WHEREAS** representations were made both verbally and accepted in writing;

**NOW THEREFORE BE IT RESOLVED THAT** Council does hereby approve the said Conditional Use Application on the condition that it is utilized within the next twelve months.

For: All      Against: None

**CARRIED**

## Communications:

1. Rural Municipality of Stuartburn – request for support regarding Canada's Species at Risk Act and Manitoba's Endangered Species Act. Noted.



2. 2019 Eastern District Golf Tournament – invitation. Noted.

3. Association of Manitoba Municipalities – educational seminar.

Moved by Amerongen and seconded by Sikkenga

221/19 **WHEREAS** the Association of Manitoba Municipalities will be providing a workshop on the “Leading Practices in Municipal Government” on October 11, 2019, in Winnipeg, Manitoba;

**NOW THEREFORE BE IT RESOLVED THAT** Councillor Malkoske and Chief Administrative Officer Johnson be hereby authorized to attend same;

**AND BE IT FURTHER RESOLVED THAT** they are reimbursed as per municipal policies.

For: All Against: None

**CARRIED**

**Unfinished Business:**

1. Sandy Lane – Tabled.

2. Mike and Lori Bachman – request for sewer.

Moved by Malkoske and seconded by Honke

222/19 **WHEREAS** a request to hook onto the municipal sewer utility has been received from Mike and Lori Bachman;

**AND WHEREAS** their property is located at 65081 PTH #44, being Lot 1 of Plan No. 27896, in the SW quarter of Section 36, Township 11, Range 11 East of the Principal Meridian in Manitoba;

**AND WHEREAS** this request is hereby approved;

**NOW THEREFORE BE IT RESOLVED THAT** applicable fees be paid to the Administration office prior to installation.

For: Amerongen, Honke, Sikkenga and Malkoske Excused: Bachman **CARRIED**

Prior to any discussion on Resolution 222/19 Councillor Bachman requested permission to be excused from all discussions. She vacated her chair and did not return until the resolution was completed.

Jaime Penner – request for water.

Moved by Amerongen and seconded by Sikkenga

223/19 **WHEREAS** a request to hook onto the municipal water utility has been received from Jaime Penner;

**AND WHEREAS** Mr. Penner’s property is located at 65010 Old 15 Road, in the NW quarter of Section 25, Township 10, Range 11 East of the Principal Meridian in Manitoba;

**NOW THEREFORE BE IT RESOLVED THAT** this request is hereby approved;

**AND BE IT FURTHER RESOLVED THAT** he pay the appropriate fees in full to the municipality prior to installation of the connection.

For: All Against: None

**CARRIED**

3. Handivan – Policy Update. Tabled.

4. Dale Toews – request to purchase municipal lane. It was noted that no response has been received from the other landowner adjacent to this municipal property after attempting to communicate with them both by telephone and registered mail. Administration was directed to proceed to work with Mr. Toews on this request.

5. Public Reserve Lands – referred to in camera discussion.

6. Film Location Scouting – as any interesting locations are noticed by Council they will inform Administration so we can incorporate into our file for future reference.

### New Business:

1. Building Inspector Ruta – request for direction on Development Permits. Tabled.
2. Joint Meeting – Administration was directed to arrange a meeting with the Rural Municipality of Reynolds.
3. November 26, 2019 Council Meeting – to be cancelled as well as the December 3, 2019, meeting. A meeting to be held on December 3, 2019. Advertising to be completed as required.
4. Manitoba 150<sup>th</sup> - Council would like to hold a RM of Whitemouth Event in conjunction with the Whitemouth Municipal Museum Committee. Referred to Administration.

### 5. Supplemental Taxes.

Moved by Amerongen and seconded by Sikkenga

227/19 **WHEREAS** as per Section 326 of The Municipal Act, the Municipal Assessor has provided updates for addition or cancellation for tax roll numbers in the Rural Municipality of Whitemouth dated June 18, 2019;  
**NOW THEREFORE BE IT RESOLVED THAT** the following be hereby added/cancelled from the Tax Rolls:

2018 be reduced by \$62.15 and 2019 be added by \$1,639.42.

For: All      Against: None

**CARRIED**

6. Cheryl Henderson and Joseph De Laronde re: Hay Tender at Industrial Park. A request was received for the Municipality to apply herbicide control and for permission to work up the land. Referred to in camera.

### In Camera:

Moved by Sikkenga and seconded by Honke

228/19 **BE IT RESOLVED THAT** Council recess the Regular meeting and go into "In Camera" as per Section 152(3) of The Municipal Act to discuss the following items: Personnel/Negotiations

**AND BE IT FURTHER RESOLVED THAT** all matters discussed are to remain confidential as per Section 83(1)(d) of The Municipal Act.

For: All      Against: None

**CARRIED**

Moved by

2/19 **BE IT RESOLVED THAT** as per Section 152(4) of The Municipal Act Council does now re-open the meeting to the public.

For: All      Against: None

**CARRIED**

Council provided direction to Administration on the Public Reserve properties, Reeve Amerongen and Chief Administrative Officer Johnson provided an update on Union issues, denied the Henderson/DeLaronde request, and extended the Chief Administrative Officer contract.

Moved by Honke and seconded by Bachman

230/19 **WHEREAS** Council is desirous to extend the Chief Administrative Officer's contract position until December 31, 2023;

**AND WHEREAS** she will be paid \$90,000.00 per year for this four year period;

**NOW THEREFORE BE IT RESOLVED THAT** Colleen Johnson of Kacel Resources Inc. contract be and is hereby extended;

**AND BE IT FURTHER RESOLVED THAT** Reeve Amerongen be hereby directed to fully execute the required contract on behalf of the Council of the Rural Municipality of Whitemouth.

For: All      Against: None

**CARRIED**



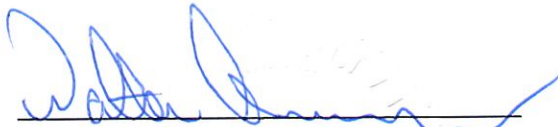

**Adjournment:**

Moved by Sikkenga and seconded by Bachman

231/19 **BE IT RESOLVED THAT** the regular business has concluded and this meeting does hereby adjourn at 8:25 p.m.

For: All Against: None

**CARRIED**

  
\_\_\_\_\_  
Reeve  
\_\_\_\_\_  
Chief Administrative Officer

MEMORANDUM OF AGREEMENT ENTERED INTO THIS 23<sup>rd</sup> DAY OF July, 2019

BETWEEN

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

A municipal corporation  
Under the laws of the Province of Manitoba  
(hereinafter referred to as the "Municipality")

OF THE FIRST PART

- AND -

**Colleen Johnson of Kacel Resources Inc.**  
OF THE Rural Municipality of Lac du Bonnet  
(hereinafter referred to as the "Contractor")

OF THE SECOND PART

Whereas the Municipality desires to engage the services of the Contractor as its Chief Administrative Officer upon the terms and conditions herein contained:

And Whereas the Contractor desires to accept the Municipality's engagement upon the terms and conditions herein contained;

Now therefore this agreement witnessed that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenants and agree with each other as follows:

**PART 1**

Position and Term

1. The Municipality hereby appoints the Contractor to the position of Chief Administrative Officer for the period commencing January 1<sup>st</sup>, 2020 and ending December 31<sup>st</sup>, 2023.

Chief Administrative Officer Responsibilities

2. The Contractor shall well and faithfully perform all the duties of Chief Administrative Officer as contained attached as Schedule "A" and such additional duties as may from time to time be prescribed by the Council of the Municipality, either by By-law or resolution.

### Remuneration

3. For the term of the Contractor's employment by the Municipality as Chief Administrative Officer, the Municipality shall pay the Contractor an annual salary of \$90,000.00 each year for 2020, 2021, 2022 and 2023. Out of these funds the Contractor is responsible to pay the financial consultant directly.

### Standard Municipal Benefit Plans

4. The Municipality agrees to pay medical coverage as per all other employees of the municipality.

### Expense Allowance

5. The Municipality shall reimburse the Contractor, as approved by the Municipality, for all disbursements reasonably and directly incurred in the discharge of her duties under this Agreement.
6. The Contractor is entitled to use her own vehicle for the purposes of attending to normal Municipal business and is to be reimbursed rates as established by the Municipality from time to time.

### Vacation, Statutory Holidays and Sick Leave

7. The Contractor shall be entitled to an annual vacation of eight (8) working days in each of the four (4) years of the term of this Agreement. The Contractor will only be paid for Statutory Holidays if it is on a regularly worked day.
8. The Contractor shall be entitled to sick leave at the rate of one day per month, with such sick leave accumulating as a liability of the corporation. If not utilized the accumulation of sick leave will not be paid out to Contractor.

## **PART 2**

### Termination

9. The Contractor acknowledges that the Municipality may terminate this Agreement at any time without notice or compensation in lieu thereof for just cause, which shall include, without limitation, a breach of any of the conditions imposed by this Agreement.
10. The Municipality acknowledges that the Contractor may terminate this Agreement at any time upon giving ten (10) days' notice in writing. The Contractor acknowledges that in such a case he shall be entitled to no compensation or benefits under this Agreement upon the expiry of the said ten (10) days.

11. The Municipality and the Contractor both acknowledge and agree that, in the event the Municipality shall terminate this Agreement without just cause, the Municipality shall provide sixty (60) days compensation at the time of notice.

### **PART 3**

12. The Contractor acknowledges the right of the Municipality to promulgate policies and procedures governing its employees and agrees to be bound by all such policies and procedures save and except where they specifically contradict the terms of this Agreement.
13. The Contractor shall devote his time and attention to the discharge of his duties under this Agreement to the Municipality.
14. The Contractor acknowledges that any trade secrets of confidential information she becomes aware of or develops in the performance of her duties under this Agreement shall be held by her in the strictest of confidence and not released without the express prior approval of the Municipality. The Contractor acknowledges that any benefits arising from the development of such trade secrets shall be the sole property of the Municipality. The Contractor further acknowledges that this restriction is reasonable on the part of the Municipality.
15. Any notice under this Agreement shall be deemed to be valid if given in writing and delivered by hand or 7 days after mailing as follows:

- |                        |   |
|------------------------|---|
| a) To the Municipality | The Rural Municipality of Whitemouth<br>49 Railway Avenue<br>Box 248<br>Whitemouth, Manitoba<br>ROE 2G0 |
| b) To the Contractor   | Colleen Johnson of Kacel Resources Inc.<br>Box 613<br>Lac du Bonnet, Manitoba<br>ROE 1A0                |

or such other residential address as the Contractor shall provide by letter to the Municipality through the Reeve.

16. Notwithstanding Part 1, this Agreement may be extended, by Council Resolution, for a full period or periods or amended by consent, such extension or amendments to be made in writing. In event the parties agree to extend the terms of this Agreement for a further period or periods, such extension or extensions shall be confirmed in writing not later than six (6) months prior to the expiration of the initial term as the case may be.
17. Both parties agree that where notification is given indicating the intention of both parties to extend and/or re-negotiate this Agreement, as per Clause 16, the inability to re-negotiate



the terms of the new Agreement prior to the termination of the current Agreement, does not constitute a breach of the terms of this Agreement by either party.

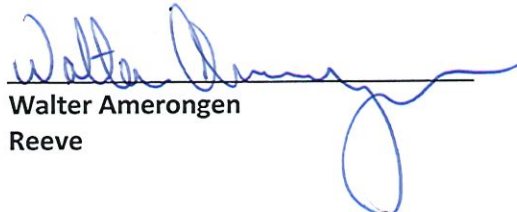
18. The Contractor acknowledges that his performance and salary review of the duties and obligations pursuant to this Agreement, is subject to written evaluation by Council on the following time frame: twelve (12) months after commencement of this Agreement. It is acknowledged that the written evaluation process will be structured to provide the Contractor with an opportunity to provide input and response to the Council.
19. It is acknowledged by the Municipality that not providing the evaluations, as scheduled in Clause 18 above, will be an acknowledgement of satisfactory performance by the Contractor in the performance of the duties and obligations pursuant to this Agreement for the period immediately preceding the scheduled but unperformed evaluation.
20. The Contractor shall work such number of hours as are reasonably required to carry out his duties, including evening meetings as required, during a five day bi-weekly period.
21. The Municipality shall provide legal counsel of its choosing and defend free of charge the Contractor and his estate in any legal action arising in connection with the performance of his duties and protect them and hold them harmless from any judgment rendered there under except in the case of willful misconduct on the part of the Employee.
22. This Agreement is not assignable, either in whole or in part.
23. This Agreement shall be governed by the laws of the Province of Manitoba.
24. This Agreement and Schedule "A" constitutes the entire Agreement between the parties and there are no other collateral representations or warranties.

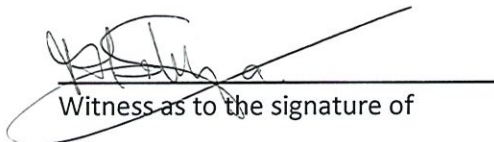
IN WITNESS WHEREOF the Contractor has hereto placed his hand and seal and the Municipality has hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf the day and year first above written.

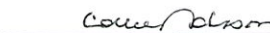
SIGNED AND SEALED IN THE PRESENCE OF

**RURAL MUNICIPALITY OF WHITEMOUTH**

  
Witness as to the signature of

  
Walter Amerongen  
Reeve

  
Witness as to the signature of

  
Colleen Johnson of Kacel Resource Inc.  
Chief Administrative Officer

## RURAL MUNICIPALITY OF WHITEMOUTH

### SCHEDULE "A"

#### RESPONSIBILITY AND AUTHORITY

- 1) To administer the business affairs of the Municipality in accordance with the Municipal Act and other statutes of the Province of Manitoba and with the policies and plans approved and established by Council and to carry out and enforce all orders, resolutions and By-laws of the Council.
- 2) To give general and specific supervision and direction and to exercise overall control with respect to the operations and staff of all departments of the Municipality excluding those covered under contract and/or any Board, Commission or Committee which has autonomous authority.
- 3) To attend meetings of Council, Committee of Council and such other meetings as are required by Council and at all committee meetings be entitled to advise but not vote on any matter under discussion.
- 4) To direct the preparation of short and long range plans for the development, operation and maintenance of all Municipal activities within the jurisdiction of the Municipality for consideration and/or ratification of Council.
- 5) To report on a regular basis to Council upon all matters referred to the Chief Administrative Officer by Council, to make recommendations with respect to all such matters, to submit recommendations to council concerning the administration of any department activity of the Municipality and to obtain from any Designated Officer such reports and information as shall be required to make such recommendations and reports.
- 6) To supervise expenditures of all departments of the Municipality to ensure that such expenditures are within the budget approved by Council and to report to Council on such expenditures.
- 7) To supervise and assume general responsibility for the calling of tenders and quotations for the supply to the Municipality of materials, equipment, services or construction as may be required and authorized by budget and to (where time is of the essence) accept and bind the Municipality to any such tender or quotations, subject to the following conditions:
  - a. The total tender or quotation to be accepted shall not involve the Municipality in an expenditure of more than \$10,000.00 plus applicable taxes.
  - b. The tender or quotation accepted must be the lowest tender or quotation received. Acceptance of other than the lowest tender or quotation would require the authorization of Council.
  - c. The Chief Administrative Officer shall report his acceptance of any tender or quotation to Council at the next meeting of Council.
  - d. All quotations and tenders exceeding \$10,000.00 shall require the approval of Council.
- 8) To supervise and assume general responsibility for all land sales and acquisitions, leases, rentals and real estate development, subject to the approval of Council.
- 9) To give instructions to the Municipal Solicitor in the absence of the Reeve or Deputy-Reeve and in the case of emergency, to commence, defend or conduct any action or proceeding in any court of law or before any tribunal, arbitrator, board or any person for and on behalf of the Municipality and to advise Council as soon as possible with respect to any such matter and to seek the ratification of such instructions from Council.

- 10) To carry out such additional duties and to exercise such additional responsibilities as Council may by resolution from time to time require.
- 11) To have control over and responsibility for all other employees of the Municipality and to direct the personnel of all departments of the Municipality through supervision of Designated Officers.
- 12) To delegate, at his discretion, when required, duties and responsibilities to an any employee of the Municipality, such duties and responsibilities not to be inconsistent with those prescribed by Council in any By-law respecting such employees.
- 13) To have the assurance of Council and members thereof, in accordance with the policies established by the Council, that they shall, except for the purpose of inquiry, deal with the various departments and the employees of said departments of the Municipality through the Chief Administrative Officer. Inquiry is defined as individual members of council speaking with employees and receiving information.
- 14) To be given the authority, within the limits of any Collective Agreement or appropriate legislation, to suspend for cause, any employee of the Municipality for a period not exceeding two weeks. Such suspension shall be immediately reported to Council and otherwise dealt with as required under The Municipal Act.
- 15) To supervise the promotion, demotion or dismissal of any employee of the Municipality and make recommendations to the Council concerning the promotion, demotion or dismissal of any employee of the Municipality.
- 16) To engage such full time employees of the Municipality, as are required for the administration of its activities and departments, provided that all full time positions are in accordance with the complement of positions and salary levels previously authorized by Council. Such employment is to be promptly reported to Council for ratification. To engage part positions as may be required from time to time and shall at no more than previously established wage levels. Government grant employees shall be employed under the conditions of the specific programs.
- 17) To refer general and routine legal matters to the Municipal Solicitor for his advice or action, where necessary.
- 18) To manage the supervision of Designated Officers and the functions of each Department of the Municipality. The internal administration and supervision of each of the Departments within the Municipality shall be the responsibility of the Designated Officer.
- 19) Not to participate in partisan politics and/or provide written statements contrary to decisions of council as decided and determined by written and approved resolutions of the council written and published in the minutes of the council meeting. Partisan politics shall be defined by making written statements to the public which negatively comment on the decisions of council as decided and determined by written and approved resolutions of the council as per the minutes of the council meetings.