

To: Mayor and Members of Council

August 16, 2010

Re: Water/Sewer Rates - 2010

## **Background**

SaskWater announced on March 1, 2010 that they would be making a rate adjustment. Unlike many other water and wastewater utilities across the province, SaskWater did not receive a rate increase in 2008 or 2009. SaskWater's last rate increase was May 1, 2007. Effective July 1, 2010, SaskWater increased their rates by 9% for potable water. As a result, the increase to potable customers will be a maximum of 20 cents per cubic meter. The increase will result in the average household bill increasing anywhere from \$4.14 to \$6.24 per month. The Town bills quarterly, therefore to cover SaskWater's increase, our quarterly bills need to reflect the 9% increase.

The purpose of this report is to present the Administration's proposal for the 2010 utility rates

## **Discussion**

The following summary is the key elements to be considered in:

### Water Rates

- The Town currently pays \$1.52 per cubic meter for its potable water from SaskWater. Effective July 1<sup>st</sup> the rate increased to \$1.66 per cubic meter. At present the Town charges its customers \$1.66 per cubic meter up to 150 cubic meters and \$2.38 per cubic meter for consumption over 150 cubic meters.
- The current monthly base charge for water, which is a fixed amount applied to cover basic cost to maintain and expand the utility infrastructure is \$49.69 per quarter.
- The Administration proposes that the Town increase its rate per cubic meter by 20 cents from \$1.66 to \$1.86 per cubic meter up to 150 cubic meters and from \$2.38 to \$2.59 per cubic meter for consumption over 150 cubic meters. Water rate consumption for out of Town users would be \$2.59 per cubic meter.

### Sewer Rates

- Sewer rates are currently fixed at a Base Rate of \$62.68 for residences, the Post Office and the Store per quarter. The school presently pays \$835.94 per quarter while manufacturing and industrial pay \$125.36 per quarter. There is no relationship to the amount of water used and the sewer rate charged.

The 2009 rate increase was 10%. The rate increase was justified by inflation (general costs of goods and services), increase in SaskWater charges for operations of the water utility and pending expenses to expand the utilities to meet growth demands.

In order to maintain and expand our utility infrastructure and build funds for the utility reserve, the Town needs to do a comprehensive review on our utility rate structure in the near future.

### **Budget Implications**

Due to SaskWater's 9% increase for potable water, the Town will need to generate \$13,173,27 extra revenue over the last two billing periods for 2010. Per billing period we need to generate an extra \$6586,63. This works out to each household paying approximately \$10.13 to meet the 9% SaskWater increase. The 9% increase is reflected in the 2010 budget.

### **Conclusion**

Effective July 1, 2010, SaskWater will increase their rates by 9% for potable water. This increase will result in the average household bill increasing anywhere from \$4.14 to \$6.24 per month. The Town bills quarterly, therefore to cover SaskWater's increase, our quarterly bills need to reflect a 9% increase.

### **Recommendation**

Your Administration recommends that:

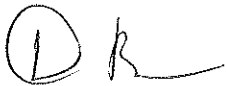
1) The monthly Water and Sewer rates be approved as follows:

- Base Rate Water - \$49.69 (no increase)
- Water Rate Consumption - \$1.86 per cubic meter up to 150 cubic meters
- Water Rate Consumption - \$2.59 per cubic meter over 150 cubic meters consumption
- Water Rate Consumption for out of Town users - \$2.59 per cubic meter
- Basic Quarterly charge for out of Town users - \$49.69 (no increase)
- Sewer Base Rate for residence/Post Office /Store - \$62.68 (no increase)
- Sewer Base Rate for Schools - \$835.94. (no increase)
- Sewer Base Rate for Manufacturing/Industrial - \$125.36 (no increase)

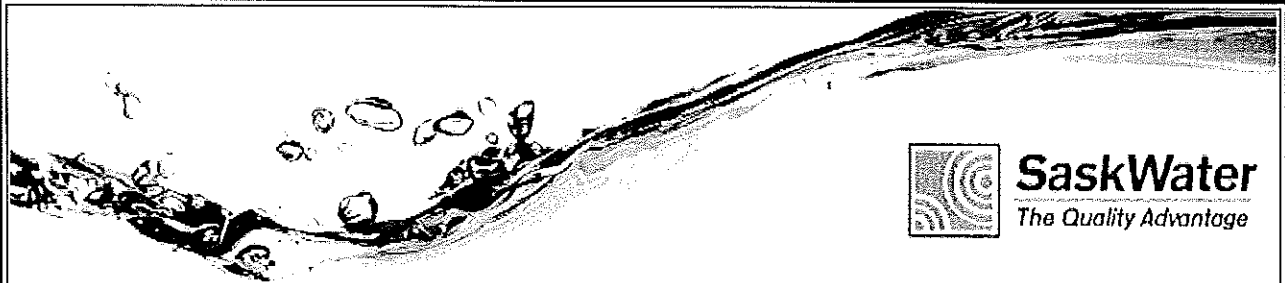
2) The Administrations prepare amendments to the sewer and water bylaw(s), that include the new rates, for Council approval at their next regular meeting.

- 3) That the Administration conducts a utility review, with a three year projection to ensure that the Town has the extra revenue needed to maintain and expand our utility infrastructure and build funds for the utility reserve.

Respectfully submitted,



Debi Breuer  
Acting Administrator



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 [What We Do](#)  
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Customer Service

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- [My SaskWater Rate](#)
- [Water Quality](#)
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- [Frequently Asked Questions](#)

### 2010 Rate Adjustment

The provincial government recently approved SaskWater's request for a rate increase. Effective for the April billing period, SaskWater will raise rates by 9% for potable customers and 5.9% to 9% for non-potable customers.

Unlike many other water and wastewater utilities across the province, SaskWater did not increase rates in 2008 or 2009. SaskWater has not had a rate increase since May 1, 2007.

#### What's New

- Service Bulletin: Melfort Regional Treated Water Supply System
- Service Bulletin (STWS-N): Saskatoon North Treated Water Supply (STWS-N) Customers

Over the past three years, SaskWater's operating costs have increased due to rising electricity/energy costs, increased costs to purchase water, general inflationary pressures and increasing investments in capital improvements to maintain aging infrastructure and meet regulatory requirements. SaskWater's revenues from the sale of water have not kept pace with the rising costs of supplying water and as a direct result the rates must be adjusted.

A *Frequently Asked Questions* brochure with additional information for SaskWater's direct customers affected by the increase is posted below. As well, an *Information For Residents* brochure has been developed to help SaskWater's municipal and rural pipeline association customers explain the adjustment to their customers.

For more information, please call our Customer Service Department at 1-888-230-1111.

[Frequently Asked Questions](#)

[Information For Residents](#)

**Our Mission is to provide reliable and professional water and wastewater services for Saskatchewan.**

To: Mayor and Members of Council

August 16, 2010

Re: Suncorp Valuations, Insurance Appraisal Report

### **Background**

At the May 24, 2010 Council meeting, the Administration brought forth an agreement with Suncorp Valuations to complete the scope of work required under PSAB to inventory all buildings, equipment, machinery, furnishings and vehicles. Included in the original proposal was an insurance appraisal report. This report was not brought forth at the May 24, 2010 council Meeting.

The purpose of this report is to propose that Council enters into an agreement with Suncorp Valuations to conduct the Town's Insurance appraisal report.

### **Discussion**

- The Suncorp Valuations appraisal reports meets the guidelines set by SUMAssure to ensure all data coincides with our insurance program
- The appraisal report will include values for demolition and debris removal, yard improvements, and building codes and by-laws
- With the completed appraisal the Town can take advantage of the 140% margin clause provided by SUMAssure.
- During the succeeding five year period, Suncorp will conduct an annual revision of the Valuation Certificate and Valuations Summaries taking into consideration all asset additions or deletions since the effective date of the completed appraisal report.

### **Budget Implications**

- The additional cost is \$4,950 + GST
- For Municipalities Suncorp has been spreading the upfront cost of service over the term of revisions. The revision fee starts at \$1,875 which covers some of the cost of the initial work.

## **Conclusion**

The purpose of this report is to propose that Council enters into an agreement with Suncorp Valuations to conduct the Town's Insurance appraisal report. The report meets the guidelines set by SUMAssure to ensure all data coincides with our insurance program.

## **Recommendation**

Your Administration recommends that;

1. Council enters into an agreement with Suncorp Valuations to conduct the Town's Insurance appraisal report for the cost of \$4,950. + GST. This cost will be spread over five years

Respectfully submitted



Debi Breuer  
Acting Administrator

**CLIENT APPRAISAL AUTHORIZATION**

On behalf of the **Town of White City**, we agree to the terms and conditions outlined in this service proposal including the General Service Conditions and the Contingent and Limiting Conditions, and the attached Annual Revision Contract (signed copy attached), and authorize Suncorp Valuations to proceed accordingly.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

***Please complete the following:***

Site Contact

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Alternate Contact

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Architectural Plans Available (Please check): Yes  No

Site Plans Available (Please check): Yes  No

**Upon your authorization please fax this form  
to our office at: 306.652.8373**

**REVISION CONTRACT  
FOR  
Town of White City  
White City, Saskatchewan**

**TERM: 2011-2015**

**Prepared by: Suncorp Valuations  
May 17, 2010**

THIS CONTRACT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2010.

BETWEEN: Suncorp Valuations, a body corporate,  
(hereinafter referred to as "Suncorp")

- and -

Town of White City  
(hereinafter referred to as the "Municipality")

WHEREAS Suncorp has recently completed an appraisal of Building Construction and Services, Yard Improvements, Furnishings and Equipment, Mobile Equipment, Building Codes and Bylaws, Demolition and Debris Removal Costs, and an appraisal report having been delivered by Suncorp to the Municipality.

AND WHEREAS the parties have agreed that during the succeeding five (5) year period, Suncorp shall be retained by the Municipality to conduct an annual revision of the Valuation Certificate and Valuation Summaries taking into consideration all asset additions or deletions since the effective date of our last completed appraisal report.

NOW THEREFORE the parties hereto agree together as follows:

1. In consideration of this contract and of the payments to be made by the Municipality to Suncorp as provided for in the contract, Suncorp agrees:
  - A. To undertake and complete on or before the effective date of the original appraisal or annual update, or a mutually agreed date, each year for a period of five (5) successive years (i.e. five (5) revision reports), an annual revision of the Valuation Certificate and Valuation Summaries contained in the appraisal report delivered by Suncorp to the Municipality. The first revision to be completed in 2011.
  - B. To incorporate all new Building Construction and Services assets (constructed or acquired), alterations, or additions to existing Building Construction and Services assets, since the effective date of the most current original or revision appraisal report.
  - C. To incorporate all newly acquired Furnishings and Equipment assets for existing properties, additions to existing properties, or newly constructed or acquired properties, since the effective date of the most current original or revision appraisal report.
  - D. To incorporate all newly acquired mobile equipment and emergency response vehicles, since the effective date of the most current original or revision appraisal report.

2. The Municipality agrees to pay Suncorp for all services rendered under the terms of this contract as follows:
  - A. The sum of \$1,875.00 for each annual revision of the Valuation Certificate and Valuation Summaries.
  - B. The greater of the sum of \$100.00 each or a sum computed at the rate of \$0.45 for every \$1,000.00 of Cost of Reproduction New, for each revision report covering newly constructed or acquired assets and/or alterations or additions to existing Building Construction and Services assets.
  - C. The greater of the sum of \$250.00 each or a sum computed at the rate of \$0.45 for every \$1,000.00 of the appraised Cost of Reproduction New for a re-appraisal of any existing Building Construction and Services asset which may become necessary due to alterations or renovations.
  - D. A sum computed at the rate of \$5.00 per \$1,000.00 of:
    - (i) Cost of Reproduction New on newly acquired Furnishings and Equipment assets for existing, newly constructed, or acquired Building Construction and Services assets which are to be included in the revision reports.
    - (ii) Cost of Reproduction New on existing Furnishings and Equipment assets when the relocation of them is such that an accurate valuation cannot reasonably be completed.
  - E. A sum of \$100.00 per piece of each additional unlicensed mobile equipment and emergency response vehicle, purchased or acquired.
  - F. A sum computed at a fixed rate of 7% of the total professional fees invoiced exclusive of GST to cover disbursements (i.e. meals, lodging, travel, phone, fax, etc.) incurred on behalf of the Municipality in conducting the revision report.
  - G. Suncorp reserves the right to charge an additional fee on an hourly basis for work associated with updating the Valuation Certificate and Valuation Summaries due to mass furnishings and equipment additions or deletions.

3. It is agreed that this contract shall be valid and binding to the parties hereto from and including the date hereof to and including the 31st of December, 2015.

This contract shall ensure to the benefit of and be binding on the parties hereto and their successor, but shall not be assignable by either party.

The professional fees identified within this contract remain in effect for 60 days from May 17, 2010. After such time if the contract remains unsigned by Town of White City, Suncorp reserves the right to revise our professional fees.

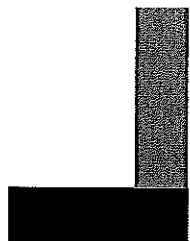
On behalf of,  
TOWN OF WHITE CITY

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On behalf of,  
SUNCORP VALUATIONS

*[Handwritten Signature]*

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To: Mayor and Members of Council

August 16, 2010

Re: Annexation of N ½ 11-17-18 W2 Tax Loss Compensation

## Background

At the June 7, 2010 Regular Meeting of Council, Council adopted Resolution No# 120/10 - whereas Council intends to restructure by adding the following lands from the Rural Municipality of Edenwold 158 to the Town of White City; all of the NW ¼ of Section in Twp 17 Range 18 W2M and all that portion of the NE ¼ of Section 11 Twp 17 Range 18 W2M Excepting Block A Plan 74R39456 and Block Plan 80R02323.

This resolution did not include the extra costs associated with the annexation.

On July 30, 2010, the Town received from the RM of Edenwold a letter indicating the tax loss compensation in the amount of \$13,530.20 (Appendix "A")

The purpose of this report is to bring forth the direct and indirect costs associated with annexation and to propose that Council approves these additional costs

## Budget Implications

The number of direct and indirect costs associated with the annexation were estimated in the June 7, 2010 report to Council. The estimated costs are summarized as follows:

- Advertising \$1,200.00 (one time)
- Tax Loss Compensation (RM) \$13,000.00 (one time)
- Betteridge Road Maintenance (RM) \$8,000.00 (annual)

These costs were not accounted for in the 2010 budget, the June 7<sup>th</sup> report indicated the costs were included in the budget.

## Conclusion

On July 30, 2010, the Town received from the RM of Edenwold a letter indicating the tax loss compensation in the amount of \$13,530.20. Resolution No. #120/10 passed at the Regular Council meeting on June 7, 2010 did not include the indirect and direct costs associated with annexation. The purpose of this report is bring forth the additional costs and to seek Council approval for the additional costs.



*Town Manager*

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## Recommendation

Your Administration recommends that Council approves the additional costs for annexation of N ½ 11-17-18 W2

Tax loss compensation - \$13,530.20 (one time)

Betteridge Road Maintenance - \$8,000.00 (one time)

Advertising - \$1,200.00 (one time)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Debi Breuer", with a long horizontal line extending to the right.

Debi Breuer  
Acting Administrator



Box 10, Balgonie, Saskatchewan, S0G 0E0

Telephone: (306) 771-2522

Facsimile: (306) 771-2631

Town of White City  
Box 220 Station Main  
White City, SK  
S4L 5B1

TOWN OFFICE	
Date:	_____
File #:	_____
<input type="checkbox"/> Finance Coord.	<input type="checkbox"/> Foreman
<input type="checkbox"/> Admin Assistant	<input type="checkbox"/> Office
Comments:	_____
_____	_____
_____	_____
Due Date: _____	

July 30, 2010

Dear Mayor Evans and Council:

**Re: Annexation of N 1/2 11-17-18 W2**

Further to the annexation of the above noted properties this to advise that the mill rate for 2010 has been set at 10 mills. The RM has adopted a variable mill rate factor of .90 on all residential assessments and I have calculated the tax loss compensation that is due for the finalization of the annexation as follows:

The current tax loss compensation policy of the RM is:

- Agricultural land based on 10 times the municipal taxes levied in the year annexation occurs
- Residential land based on 5 times the municipal taxes levied in the year annexation occurs

*Agricultural Land*

NE 11-17-18 2	33,275 taxable assessment = \$332.75 x 10 times = \$ 3,327.50
NW 11-17-18 2	38,775 taxable assessment = \$387.75 x 10 times = \$ 3,877.50

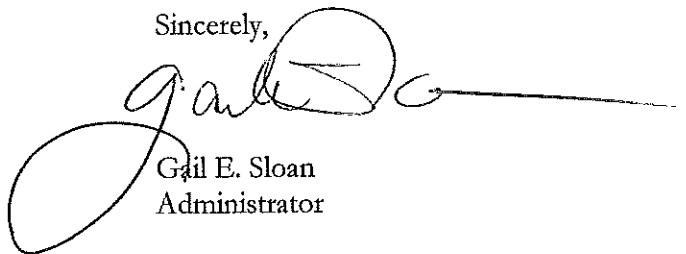
*Residential*

NE 11-17-18 2	140,560 taxable assessment = \$1,265.04 x 5 times = \$ 6,325.20
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Total tax loss compensation due is \$ 13,530.20.

I trust this is satisfactory, however should you have any questions please contact me.

Sincerely,



Gail E. Sloan  
Administrator

Cc: Ministry of Municipal Affairs, Community Planning Branch



*Town of White City*

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## ITEM #7.5 – Employment Agreement of Town Manager

## EMPLOYMENT AGREEMENT OF TOWN MANAGER

BETWEEN:

**THE TOWN OF WHITE CITY,**  
Being a municipal corporation pursuant to  
*The Municipalities Act* S.S. 2005, c. M-36.1  
(hereinafter referred to as "the Town")

-and-

**SHAUNA LEIGH BZDEL**  
(hereinafter referred to as "Bzdel")

WHEREAS the Town has made an offer of employment to Bzdel as Town Manager, commencing employment on 19 August 2010;

AND WHEREAS the Town is required by sections 5 and 79 of *The Municipalities Act* to act through Council, by resolution or bylaw adopted at a public meeting of the Council;

AND WHEREAS the Town Council has approved the terms of employment reflected in this document and appointed Bzdel as Town Manager of the Town in accordance with this Agreement;

THEREFORE be it recorded that the parties agree to the terms and conditions of employment as reflected in this Agreement.

### 1. Engagement

The Town hereby engages Bzdel as the Town Manager and the Town will appoint Bzdel as Administrator, pursuant to section 110 of *The Municipalities Act*.

### 2. Duties

#### a. Bzdel shall:

- i. perform all lawful duties required by law, in particular section 111 of *The Municipalities Act*, and, as required by the Town Council (the "Council"), as expressed in the resolutions and bylaws adopted by the Council, and including without restricting the foregoing, those duties set forth in the Position Profile set forth in Schedule A attached hereto;
- ii. devote her full energy and attention as reasonably required to fulfill her duties and shall not engage in any other business for

profit or outside employment, except as may be approved by the Council;

- iii. be expected to work an eight hour day Monday through Friday, excepting statutory holidays, with flexibility to work these hours within the hours of 7:00AM and 6:00PM;
  - iv. strive to present herself in a professional manner as head of the administration of the Town and to administer the Town and promote its governance in accordance with the requirements of law, in particular the provisions of *The Municipalities Act*, and the ethics of public service;
  - v. unless with the express lawful resolutions on behalf of the Council, Bzdel shall not execute documents nor hold herself as lawfully authorized to enter into legal obligations on behalf of the Town;
  - vi. Bzdel acknowledges her position is an out of scope position and is not within any unionized bargaining unit. The duties of Town Manager include that she forms an integral part of management and regularly act in a confidential capacity in respect of the labour relations environment and operations of the Town. Notwithstanding the foregoing, unless specifically instructed or authorized by the Council, Bzdel agrees she will have no standing authority to act as an employer's agent within the meaning of *The Trade Union Act*.
- b. Bzdel shall not engage in any activity or occupation which impairs her ability to discharge and effectively carry out the obligations of her position. She agrees that no part of the services to be provided hereunder may be sub-contracted or performed by any other person, firm, or corporation.
- c. Bzdel agrees:
- i. that the effective performance of her duties requires the consistent demonstration of the highest level of integrity and the maintenance of harmonious relationships with other employees of the Town, the Council, and with all persons dealt with, directly or indirectly, in the course of the provision of her services;
  - ii. that she shall conduct herself in a consistently professional manner so as to protect, promote and augment the good reputation of herself and the Town. In addition, Bzdel agrees to conduct herself in accordance with the provisions and spirit of any code of conduct or conflict of interest guidelines or policies that are now in effect or as may be adopted from time to time by Council.

- iii. that she will abide by all express practices and directives of the Council in respect of Town operations and the operations of the Town Manager's Office, including those concerning the disclosure of information to media, recording statistics and other data, and adherence to security practices.

### 3. Administrative Support

Bzdel will be provided with appropriate support to perform her duties as Town Manager, including:

- i. sufficient and adequate staff, facilities, equipment and budget, as may be reasonably required to properly and effectively carry out her numerous duties and responsibilities under *The Municipalities Act* and as directed by the Council in its bylaws and resolutions;
- ii. access to legal counsel, accountants, urban planners, engineers, and other professional consultants as required, for professional advice and services to ensure the proper conduct of public business; and
- iii. a portable communication device, in recognition of the fact that her duties will take her outside the Town office.

### 4. Contract Term

- a. Bzdel's term of employment shall commence on 19 August 2010 and conclude on 18 August 2015 unless renewed, or otherwise terminated by resignation, dismissal or mutual agreement.
- b. The term of employment shall automatically renew for further successive two year terms, until terminated by the Council authorizing and giving written notice to Bzdel of the Town's intention not to renew the contract, which notice must be served on Bzdel at least six month's prior to the end of the then current term.
- c. Bzdel shall give THREE months written notice of intention to resign.
- d. Subject to section 114 of *The Municipalities Act*, Council may dismiss Bzdel:
  - i. for cause at any time and without notice or severance pay;
  - ii. during a probationary period which expires on 19 August 2011, upon severance payment equal to three months notice. During this period, the Town shall be entitled in its discretion to terminate this Agreement without cause or justification, subject however to the payment of the aforementioned severance;

- iii. after 19 August 2011, without cause, upon notice or compensation equivalent to the notice period as set forth hereinafter:
  - 1. After 19 August 2011, to and including 18 August 2012 – four month’s notice;
  - 2. After 19 August 2012, to and including 18 August 2014 – five month’s notice;
  - 3. After 19 August 2014, to and including 18 August 2016 – seven month’s notice;
  - 4. After 19 August 2016, to and including 18 August 2018 – nine month’s notice;
  - 5. After 19 August 2018, to and including 18 August 2020 – ten month’s notice;
  - 6. After 19 August 2020 – one year’s notice.

Compensation equivalent to notice shall be monthly salary less lawful deductions without holiday pay, benefits, expected annual increases or annual bonus.

- iv. In the event the Council alleges cause for dismissal, the parties may agree to refer the issue of cause to the board of the Urban Municipal Administrators’ Association of Saskatchewan for inquiry, pursuant to s. 26 of *The Urban Municipal Administrators Act*, and to abide by its decision as to whether Bzdel was guilty of misconduct, default or conduct unbecoming to a member in the performance of her professional duties, sufficient to warrant dismissal or expulsion from that Association. If such a finding of guilt is found, such finding shall constitute cause for dismissal.
- e. Upon termination in any manner, the Parties agree Bzdel shall not be entitled to receive pay for or in consideration of any unused accumulated vested sick leave.

## 5. Compensation

- a. Bzdel’s base annual salary for first year of employment shall be \$88,000.00, payable in equal bi-weekly installments, less lawful deductions.
- b. The annual salary shall be further increased by the greater of:

- i. an annual economic increase equivalent to economic increases annually given to other employees of the Town, excluding any market adjustment classification; and
- ii. an annual merit increase, as may be determined by the Council in its total discretion, in recognition of Bzdel's increasing experience in the position and the growth of the Town, and reflecting the increasing responsibilities of the position.

## 6. Leave Benefits

Bzdel shall be entitled to the following leave:

- i. four (4) weeks annual vacation leave. Provided that such leave shall be taken in increments no greater than two (2) weeks at one time, unless by consent of Council, and vacation shall not be carried over without the approval of the Town. If vacation is not carried over, payment shall be made to Bzdel;
- ii. sick leave earned at a rate of one day per month to a maximum accumulation of 35 days;
- iii. unpaid leave, compassionate leave, pressing necessity leave, and family leave on the same terms as currently provided to other employees;
- iv. annually, 5 days in lieu of time required to attend meetings or conduct other Town business outside the hours of work stated in article 2 of this Agreement. This time must be taken in the current year and will not be carried over nor paid out.

## 7. Benefit Plans

Bzdel shall be eligible for and participate in the following benefit plans, the cost of which will be shared equally by the Town and Bzdel:

- i. the Saskatchewan Urban Municipalities Association ("SUMA") plans for short and long-term disability insurance, group life insurance, extended health, dental and vision care insurance;
- ii. the Municipal Employees Pension Plan ("MEPP") for defined benefit pension.

## 8. New Benefits

As a general principle, Bzdel will be treated no less favourably than any other Town employee with respect to working conditions and benefits, except as may be otherwise specified in this Agreement. Where a new

benefit is provided or existing benefit is improved, Bzdel will be entitled to that benefit.

#### 9. Alternative Benefits

In the event that a benefit specified herein is not available, the Town shall provide a similar benefit on terms no less favourable where reasonably available.

#### 10. Professional Fees and Education

Bzdel shall be eligible:

- i. for payment of all professional dues and fees, including membership in the Urban Municipal Administrators Association of Saskatchewan, the Saskatchewan Parks and Recreation Association, and the Canadian Association of Municipal Administrators;
- ii. and provided reasonable opportunity to attend professional development courses and meetings on work time, including meetings of the Saskatchewan Urban Administrators Association, as authorized by the Town.

#### 11. Allowances:

Bzdel shall be entitled to receive the following allowances:

- i. \$200 a month for car allowance, in recognition of use of a personal vehicle to fulfill her professional duties, such payment is a taxable benefit;
- ii. travel allowances for travel, accommodation, meals and expenses while on Town business outside the Regina region, in accordance with the current policy approved by the Council or, in the absence of such approved policy, the current policy applicable to provincial government employees.

#### 12. Confidential Information

Bzdel agrees that in addition to the laws, rules and codes governing her profession and the Town, she shall adhere to and assist other civic employees and members of the Council, boards and civic committees to adhere to the laws, rules and codes pertaining to freedom of information and protection of privacy applicable to municipal government institutions. Bzdel agrees that she shall not divulge any information acquired solely by reason of such employment except as necessary to carry out that employment or as required by law.

### 13. Copyright

Bzdel agrees that all material and inventions of which she is the author or creator which were prepared in whole or in part during the course of her employment with the Town in which a copyright or patent may be claimed shall be the sole and exclusive property of the Town free of claims including moral rights of Bzdel, and the copyright and right to apply for a patent therein shall be deemed to be irrevocably assigned by Bzdel to the Town. The Town may reproduce and utilize such material and inventions and make any alterations to same as it may deem appropriate.

### 14. Civil Actions

- a. Subject to section 356 of *The Municipalities Act*, where a claim for damages is made or a civil action is commenced by a member of the public against Bzdel as the result of an act committed while acting as Administrator and in good faith, the Town shall:
  - i. retain, instruct and pay for the services of legal counsel to act on behalf of Bzdel; and
  - ii. pay any sum required to settle such claim or judgment and costs awarded against Bzdel.
- b. This indemnity shall continue after the retirement or termination of Bzdel to any claim or action arising from her service with the Town.

### 15. Performance Evaluation

- a. Bzdel, as Town Manager, shall provide an annual report to the Council in January of each year, describing both corporate and personal performance over the past year and providing performance goals for the upcoming year. The Council shall review the report and goals within the first quarter of the year and determine their adoption or amendment of the report.
- b. Bzdel's performance shall be subject to review by the Council, meeting in closed session, in an annual performance appraisal. The criteria and process of this appraisal shall be established in writing beforehand and approved by the Council and consented to by Bzdel, such consent not to be unreasonably withheld.

### 16. Notice

- a. Any notice herein provided for shall be delivered personally to the other party or two (2) working days following mailing, if mailed postage prepaid addressed, to the Town at:

Town of White City  
Box 220  
White City, SK  
S0G 5B0

and to Bzdel at:

Shauna Leigh Bzdel  
10 Garnet Place  
Emerald Park, SK S4L 1A7

- b. Either party may change its address for receiving notice by providing notice in writing.

#### 17. Amendment

These terms of employment may be amended by written agreement between Bzdel and the Town.

#### 18. Reference to Statutes

In the event that a statutory provision referred to in this Agreement is repealed or amended, the parties will refer to any new legislation which replaces that provision.

#### 19. Interpretation

- a. Each of the provisions hereof is severable from any other provision and the invalidity or the unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.
- b. No modification, variation, waiver, amendment or termination by mutual consent of this Agreement shall be effective unless such action is taken in writing and executed by both parties hereto.
- c. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements. All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their legal relationship in respect of the subject matter hereof.
- d. No departure from or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure from or waiver, and the Town shall not be obligated to continue any departure from or waiver, or permit subsequent departure from or waiver of terms.

- e. In this Agreement, unless the context otherwise requires, reference:
  - i. to individuals includes executors, administrators, successors, and permitted assigns;
  - ii. in the singular number includes the plural number, and reference in the plural number includes the singular;
  - iii. in the masculine includes the feminine or the neuter gender.

20. Execution of Agreement

- a. The date of this Agreement shall be the date it is executed by the Town.
- b. The parties shall execute this Agreement hereunder by witnessed signature of Bzdel and by signature of the Mayor placed under seal of the Town of White City, attesting that the Council of the Town has approved this Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the Town of White City

I, SHAUNA LEIGH BZDEL, accept and agree to the terms of this Agreement this 11<sup>th</sup> day of August 2010.

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
SHAUNA LEIGH BZDEL

SCHEDULE A  
TOWN OF WHITE CITY  
POSITION PROFILE  
TOWN MANAGER

The Town Manager is the senior administrative official of the Town accountable and responsible to the Council for management and leadership of the business affairs of the Town under the Statutes of the Province, Bylaws and policies of Council. White City is experiencing substantial and unprecedented growth in the community and region just east of Regina that requires contemporary, creative and experienced leadership as it moves towards City status with an urban oriented population. Without limiting the generality of the foregoing the Town Manager shall:

- Ensure there is full compliance with and reporting on all matters required of the Town under Provincial statutes, Town Council Bylaws and policies
- Facilitate, identify, document and measure with Council an aggressive, forward looking and comprehensive Community Development Strategy and implementation plan to focus on growth opportunities and manage the future of the community within sustainable principles
- Understand and support entrepreneurial principles and practices in the development of the community and Town organization
- Establish and maintain open, candid communication and relationships with Council fostering mutual respect and trust
- Exhibit and live by the highest ethical and integrity standards
- Maintain an open, visible and active presence and leadership role in the community
- Establish, facilitate and maintain effective and open engagement and relationships with senior governments, the community and surrounding communities, community organizations to pursue collective interests, opportunities and partnerships
- Exhibit and coach a culture of innovation and creativity in the Town operations and implementation of community strategies
- Exercise all delegated authority and accountabilities in a timely, equitable and consistent manner in good faith, without discrimination in the best interests of the organization and community

- Direct, monitor, supervise and coordinate the work of all employees and contractors/consultants and be responsible for the regular, timely and relevant reporting to Council with appropriate and necessary implications, options, status and recommendations
- Be responsible with qualified staff or contracted services for the management, preparation and monitoring/reporting of all budgets and financial affairs and assets of the Town acting in all instances with proper due diligence and prudence
- Provide leadership, guidance and mentoring to all employees and consultants/contractors to build, facilitate and guide a contemporary organizational culture based on innovation, initiative, accountability, open and transparent communication with organizational commitment to common vision and principles

#### DESIRED KNOWLEDGE, CHARACTERISTICS AND SKILLS

- Working knowledge of the statutes and functions of an urban community and experience in a senior administrative capacity in or associated with urban government
- Organizational leadership at a senior level with specific exposure to and experience with developing and implementing Strategic Plans for organizational and community growth
- Proven experience working with an elected government or Board of Directors in a contemporary governance model
- Entrepreneurial aptitude and awareness towards community development and organizational service delivery
- Experience with and knowledge of community planning and development, infrastructure planning and management in a growth community
- Willingness and success with innovation and creativity in the strategies for community development to meet the operational and community development opportunities and challenges; willingness to take initiative and measured risks
- Proven, active exposure to facilitating and maintaining effective relationships with senior and neighboring governments, community organizations and citizens to support and foster growth, opportunities and partnerships
- Cogent and effective oral and written communication skills and willingness to take and maintain an open, visible community leadership role and profile
- Personal strength of character to address conflicts through a constructive, candid process; a problem solver willing to take accountability

- Impeccable integrity, fidelity and ethics, candor and willingness to live and exhibit those qualities and the vision of the community
- Knowledge of and senior, accountable experience with budgeting, financial and asset management including financial forecasts and analysis sufficient to ensure the stability and integrity of the Town's assets and financial affairs with due diligence and prudence. Awareness of the effective balance of growing service demands, financial management and growth implications for the Town.
- Hands on experience leading staff and organizational growth and development, mentoring a contemporary organizational culture based on common beliefs and values with commitment to the common vision and strategies