

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

**BY-LAW NO. 581/12**

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH ALLAN BESEL AND LEANNE BESEL

**WHEREAS** Section 250(2) of Part 8, Division 1, of The Municipal Act provides in part as follows:

250(2) Without limiting the generality of subsection (1), a municipality may for municipal purposes do the following:

- (d) enter into agreements with a person, with an agency of the Government of Manitoba or the Government of Canada, or with any other municipality, including a municipality in another province, to do with or on behalf of the municipality anything the municipality has the power to do within the municipality;


**AND WHEREAS** it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with Allan Besel and Leanne Besel;

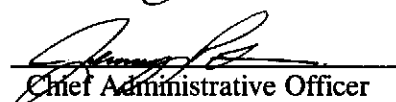
**AND WHEREAS** the terms of the agreement have been settled and are contained in the agreement hereto attached as Schedule "A";

**THEREFORE BE IT AND IT IS HEREBY ENACTED** that the council of The Rural Municipality of Whitemouth duly assembled, enact as follows:

1. **THAT** the entering into the Agreement attached hereto as Schedule "A" is hereby approved and authorized.
2. **THAT** the Reeve and the Chief Administrative Officer of The Rural Municipality of Whitemouth be and are hereby authorized and empowered to sign the Agreement and affix thereto the seal of the Municipality.
3. **THAT** By-law No. 558/11 be and hereby is repealed.

**DONE AND PASSED** by the Council of The Rural Municipality of Whitemouth in regular session assembled, at Whitemouth, Manitoba, this 14<sup>th</sup> day of March, A.D., 2012.

  
Reeve

  
Chief Administrative Officer

Read a first time this 22<sup>nd</sup> day of February, A.D., 2012  
Read a second time this 22<sup>nd</sup> day of February, A.D., 2012  
Read a third time this 14<sup>th</sup> day of March, A.D., 2012

**Schedule A**  
**By-Law 581/12**  
**The Rural Municipality of Whitemouth**  
**Water Treatment Plant Contract**

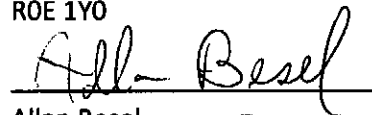
Allan Besel and Leanne Besel of Seven Sisters Manitoba hereby agree to clean the Water Treatment Plant subject to the conditions set out below in the contract:


This contract will constitute an agreement between the Rural Municipality of Whitemouth and Allan Besel and Leanne Besel, whereby Allan Besel and Leanne Besel agree to the following terms:

1. That the contract applies to the Rural Municipality of Whitemouth Water Treatment Plant located in Seven Sisters, Manitoba.
2. The term of this contract shall be March 12, 2012 to March 11, 2013. This contract is renewable for a second and third year term. This contract will automatically renew unless the Municipality or the Contractors provide a written notice to the contrary ninety (90) days before the expiration date.
3. That the water treatment plant be cleaned on a weekly basis.
4. That the weekly cleaning must include sweeping and damp mopping of all floors, all countertops wiped clean, a complete cleaning of the bathroom and general cleaning as required.
5. The Public Works Supervisor will advise the Contractors as to the standard of cleaning and the Contractors will report to the Public Works Supervisor as required.
6. That the Rural Municipality of Whitemouth will supply cleaning equipment and supplies.
7. That the Contractors must be bondable and continue to be bondable through the length of the contract.
8. The Contractors must have MHMIS training and continue to have current WHMIS training through the length of the contract.
9. That billing will be for the amount of \$195.00 per month only and shall not include travel time or mileage charges.
10. The Contractors shall at the request of the Rural Municipality of Whitemouth complete cleaning tasks and shall do so at the rate of \$15.00 per hour only and shall not include travel time or mileage charges.
11. The Contractors are independent Contractors and the Contractors and any person working for the Contractors in respect of the work are not employees of the Rural Municipality of Whitemouth for any purpose. The Rural Municipality of Whitemouth is interested only in the results obtained by the Contractor, who retains sole control of the manner and means of performing under this Agreement, subject to its various terms and conditions.
12. The Contractors shall not assign this Agreement nor subcontract performance of any of the services. If the Contractors wish to skip a week of cleaning the Contractors must contact the Public Works Supervisor two (2) weeks before the week that is to be skipped and the Contractors will not be paid for the week that is skipped.

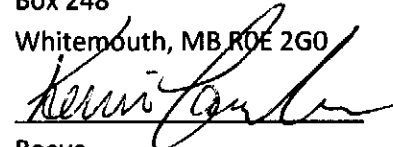
13. That Allan Besel and Leanne Besel shall indemnify and save harmless the Rural Municipality of Whitemouth from and against all claims arising from the water treatment cleaning operations and any other cleaning actives covered under this agreement.
14. That Allan Besel and Leanne Besel hereby releases the Rural Municipality of Whitemouth from any and all liability for damage to Allan Besel and Leanne Besel or any related people or property by reason any work carried out under this Agreement.
15. That Allan Besel and Leanne Besel shall comply with all applicable municipal by-laws and other laws and regulations in undertaking any work carried out under this Agreement.
16. Either party must provide 30 days written notice to terminate the contract. Notice shall be mailed to the following address by either party:

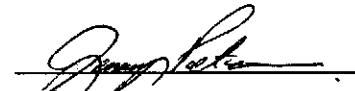
Allan Besel and Leanne Besel  
Seven Sisters, MB  
ROE 1Y0

  
Allan Besel

  
Leanne Besel

The Rural Municipality of Whitemouth  
Box 248  
Whitemouth, MB ROE 2G0

  
Reeve

  
CAO