

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

**BY-LAW NO. 560/11**

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH ERWIN PLUCHINSKY

**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 another 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;

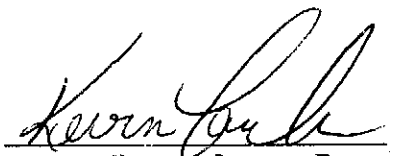
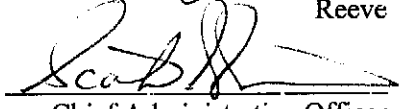
**AND WHEREAS** it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with Erwin Pluchinsky;

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

**NOW 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 proposed 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 are hereby authorized and instructed to execute the agreement, as set out in Schedule "A" attached hereto, for and on behalf of the Municipality.
3. **THAT** By-Law No. 262/97 be hereby rescinded.

**DONE AND PASSED** by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 23<sup>rd</sup> day of march, AD., 2011.

  
Reeve  
  
Chief Administrative Officer

Read a first time this 8<sup>th</sup> day of march, AD. 2011  
Read a second time this 8<sup>th</sup> day of march, AD. 2011  
Read a third time this 23<sup>rd</sup> day of march, AD., 2011

SCA A  
BY-LAW 560/11

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

**THIS AGREEMENT MADE IN DUPLICATE THIS 23<sup>rd</sup> DAY OF March, 2011.**

**BETWEEN:**

**THE RURAL MUNICIPALITY OF WHITEMOUTH**  
(hereinafter referred to as the "Municipality")  
**PARTY OF THE FIRST PART**

- and -

**ERWIN PLUCHINSKY,**  
of Seven Sisters, Manitoba  
(hereinafter referred to as "Pluchinsky")  
**PARTY OF THE SECOND PART**

Pluchinsky has agreed to provide services as Dog Control Officer within the Rural Municipality of Whitemouth, in accordance with this agreement.

**NOW THEREFORE THE PARTIES HERETO AGREE** as follows:

**1. Dog Control Service**

Pluchinsky will perform services as Dog Control Officer for the Municipality. His duties will be to act as dog catcher. He will work under the direction of the Public Works Department and/or the Administrative office, and report to Council on request. He shall not enter private property for the purpose of providing this service unless he has obtained prior consent from the property owner/s, in writing. All such consents shall be submitted to the Municipality with his monthly invoice.

Pluchinsky will provide a vehicle and all other equipment necessary to provide the service.

Pluchinsky will comply with By-law No. 308/99 and its amendments, and the Animal Husbandry Act, and will maintain proper records and provide access to them by the Municipality for confirmation or audit purposes.

Pluchinsky will make arrangements to transport impounded dogs to kennel facilities at either Cheryl Anderson's (Elma) or the Beausejour Animal Clinic, depending on which facility is closest to the pick-up and has room available. If arrangements can not be made immediately to drop the dog off at a kennel facility, Pluchinsky will provide up to one night temporary storage at no cost.

**2. Financial Arrangements**

Upon execution of this agreement the Municipality will pay Pluchinsky a retainer fee of \$200.00 per month. The retainer will include one callout/dog capture per month, not accumulating.

Rates for additional work following the first callout/dog capture of the month will be as set out in Schedule 'A' to this agreement.

Pluchinsky will submit an invoice with supporting material at the end of each month. The Municipality will make payment within 30 days.

Pluchinsky will be responsible for all costs of the service.

**3. Insurance and Indemnity**

Pluchinsky will indemnify the Municipality from any claims, liabilities, or losses arising out of anything provided or permitted to be done by him under this agreement.

**4. Terms of this Agreement**

This agreement will take effect as of March 1<sup>st</sup>, 2011 (even if executed later) when Pluchinsky's services will commence, and will remain in effect for a period of 12 months. The contract will automatically renew unless the Municipality or the contractor provides a written notice to the contrary ninety (90) days before the

expiration date.

A party may terminate this agreement for default fifteen days after giving written notice of the default, if it is not remedied within the period. This right of termination is in addition to any remedy available under the law.

On termination Pluchinsky will return all Municipal supplied equipment to the Municipality in its original condition, reasonable wear and tear excepted.

5. **Relationship of the Parties**

This agreement does not create an employer-employee or principal-agent relationship between the parties. Pluchinsky is an independent contractor.

6. **Assignment**

Pluchinsky will not assign this agreement to subcontract, in whole or in part, without prior approval of the Municipality.

7. **Address for Notice**

Notice may be given by registered mail addressed to:  
Chief Administrative Officer  
Rural Municipality of Whitemouth  
Box 248  
Whitemouth, MANITOBA  
ROE 2G0

or to

Erwin Pluchinsky  
Box 202  
Seven Sisters, MANITOBA  
ROE 1Y0

Or by personal service on them.

The address for notice may be changed by notice in the same matter.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year as follows:

DATE: Feb 24/11

DATE: Erwin Pluchinsky  
SIGNED, SEALED AND DELIVERED  
in the presence of:

R. A. D. Coffey  
Witness

The Rural Municipality of Whitemouth

Karen [Signature]  
Reeve  
Scott [Signature]  
Chief Administrative Officer

\_\_\_\_\_  
Erwin Pluchinsky

Schedule A

Rates for Animal Control Agreement

Mileage - \$.40/km

Callouts - \$40.00 each plus mileage (after first callout of the month)

Catch/pick-up of dog - \$25.00 (after first callout of the month)

Delivery to Kennel facility - \$15.00/hr plus mileage