

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 566/11

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

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;

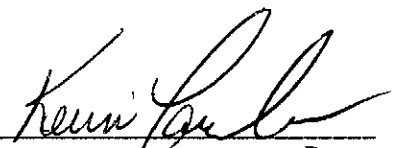
AND WHEREAS it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with Ron Gross;

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.

DONE AND PASSED by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 27th day of April, AD., 2011.



Reeve



Chief Administrative Officer

Read a first time this 13th day of April, AD. 2011
Read a second time this 13th day of April, AD. 2011
Read a third time this 27th day of April, AD., 2011

THE RURAL MUNICIPALITY OF WHITEMOUTH

THIS AGREEMENT MADE IN DUPLICATE THIS 27th DAY OF April , 2011.

BETWEEN:

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

- and -

RON GROSS
of Anola, Manitoba
(hereinafter referred to as "Gross")
PARTY OF THE SECOND PART

Gross has agreed to provide services for problem beaver control within the Rural Municipality of Whitemouth, in accordance with this agreement.

NOW THEREFORE THE PARTIES HERETO AGREE as follows:

1. Problem Beaver Control

Gross will perform services for problem beaver control for the Municipality. His duties will be to use dynamite to remove beaver dams. 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.

Gross shall provide his services to the area of the R.M. of Whitemouth south of a line drawn east and west from the southern edge of Section 36 Township 11 Range 11 E.

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

Gross will comply with all requirements of the Natural Resources Canada Explosives Regulatory Division, and will maintain proper records and provide access to them by the Municipality for confirmation or audit purposes.

2. Financial Arrangements

Upon execution of this agreement the Municipality will pay Gross at the rates as set out in Schedule 'A' to this agreement.

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

Gross will be responsible for all costs of the service.

3. Insurance and Indemnity

Gross 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 1st, 2011 (even if executed later) when Gross'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.

5. Relationship of the Parties

This agreement does not create an employer-employee or principal-agent relationship

between the parties. Gross is an independent contractor.

6. **Assignment**

Gross 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

Ron Gross
Box 6 Group 17 RR #1
Anola, MANITOBA
ROE 0A0

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: March 24/2010

The Rural Municipality of Whitemouth

Kevin Yule
Reeve

DATE: March 24/2010
SIGNED, SEALED AND DELIVERED
in the presence of:

Scott [Signature]
Chief Administrative Officer

David Barend
Witness

Ronald Gross
Ronald Gross

Schedule A

Rates for Problem Beaver Control

Mileage - \$.40/km

Callout - \$150/man/day

Explosives – reimbursement of actual cost