

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 558/11

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

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;

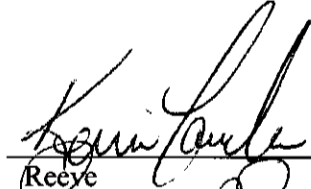
AND WHEREAS it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with Stacie Poirier;

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

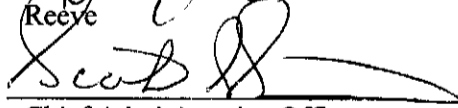
THEREFORE BE IT AND IT IS HEREBY ENACTED that the council of The Rural Municipality of Whitemouth duly assembled, enact as follows:

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.

DONE AND PASSED by the Council of The Rural Municipality of Whitemouth in regular session assembled, at Whitemouth, Manitoba, this 23rd day of February, A.D., 2011.



Reeve



Chief Administrative Officer

Read a first time this 4th day of February, A.D., 2011
Read a second time this 4th day of February, A.D., 2011
Read a third time this 23rd day of February, A.D., 2011

Schedule "A"
By Law 558/11

THE RURAL MUNICIPALITY OF WHITEMOUTH

WATER TREATMENT PLANT CLEANING CONTRACT

Stacie Poirier, of Seven Sisters Manitoba, hereby agrees 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 Stacie Poirier, whereby Stacie Poirier agrees to the following terms:

1. That the contract applies to the RM of Whitemouth Water Treatment Plant located in Seven Sisters
2. The term of the contract shall be February 1st, 2011 to January 31st, 2012. This contract is renewable for a second and third year term. 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.
3. That the water treatment plant be cleaned on a weekly basis.
4. That the weekly cleaning must include sweeping and damp mop 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 Contractor as to the standard of cleaning and the Contractor will report to the Public works Supervisor as required.
6. That the RM of Whitemouth will supply cleaning equipment and supplies.
7. That the contractor must be bondable and continue to be bondable through the length of the contract.
8. That contractor must have WHMIS training and continue to have current WHMIS training through the length of the contract.
9. That billing will be for the amount of \$ 120.00 per month only, and shall not include travel time or mileage charge.
10. The contractor shall at the request of the RM of Whitemouth complete extra cleaning tasks and shall do so at the rate of \$ 15.00 per hour only, and shall not include travel time or mileage charge.

11. The Contractor is an independent contractor, and the Contractor and any person working for the Contractor in respect of the work are not employees of the Municipality for any purpose. The Municipality 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 Contractor shall not assign this Agreement nor subcontract performance of any of the Services. If the Contractor wishes to skip a week of cleaning the Contractor must contact the Public Works Supervisor two weeks before the week that is to be skipped and the Contractor will not be paid for the week that is skipped.
13. That Stacie Poirier shall indemnify and save harmless the R.M. of Whitemouth from and against all claims arising from the water treatment plant cleaning operations and any other cleaning activities covered under this Agreement.
14. That Stacie Poirier hereby releases the R.M. of Whitemouth from any and all liability for damage to Stacie Poirier or any related people or property by reason of any work carried out under this Agreement.
15. That Stacie Poirier 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 addresses by either party:

Stacie Poirier
Box
Seven Sisters, MB
R0E 1Y0

R.M. of Whitemouth
Box 248
Whitemouth, MB
R0E 2G0


Stacie Poirier


THE RURAL MUNICIPALITY OF WHITEMOUTH

Dated at Whitemouth, this 28 day of January, 2011.