

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

**BY-LAW NO. 613/13**

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH MARC RUTA TO PROVIDE BUILDING INSPECTION SERVICES

**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;

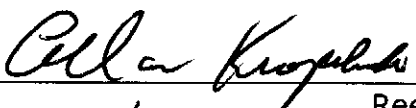
**AND WHEREAS** it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with Marc Ruta to provide Building Inspection Services;

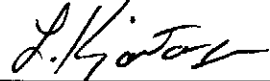
**AND WHEREAS** the terms of the agreement have been settled and are contained in the agreement attached hereto as Schedule "A";

**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 24<sup>th</sup> day of July, AD., 2013.

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

Read a first time this 10<sup>th</sup> day of July, AD., 2013  
Read a second time this 10<sup>th</sup> day of July, AD., 2013  
Read a third time this 24<sup>th</sup> day of July, AD., 2013

**BUILDING BY-LAW ENFORCEMENT AGREEMENT**

Schedule "A" to By-law No. 613/13

BETWEEN: THE RURAL MUNICIPALITY OF WHITEMOUTH

AND

MARC RUTA

WHEREAS the Rural Municipality of Whitemouth (hereinafter referred to as "the Municipality") is desirous of obtaining the services of Marc Ruta, (hereinafter referred to as "the Building Inspector"), to enforce the Municipality's Building By-law No. 570/11, and amending By-law No. 159/91;

AND WHEREAS the Building Inspector is prepared to provide the above enforcement services for the Municipality;

NOW THEREFORE this Agreement witnesses that in consideration of the foregoing, and in consideration of the mutual covenants and promises herein contained, the parties hereto covenant and agree as follows:

**ARTICLE 1**

1.1 The preamble shall form part of this Agreement.

**ARTICLE 2**

2.1 The Building Inspector agrees to provide the above enforcement services for permits in existence prior to July 1<sup>st</sup>, 2013 and only upon request from the municipality, for new permits.

**BUILDING INSPECTOR OBLIGATIONS**

**ARTICLE 3**

3.1 The Building Inspector shall submit a monthly report to the District and Municipality outlining the activities carried out for the Municipality. The report shall include the location and reason for the inspection, duration, pertinent observations, comments and detailed documentation of the visit, indicating outstanding and completed inspections with addresses.

3.2 The Building Inspector shall submit a monthly expense report to the municipality, indicating destination and distance travelled.

3.3 When necessary, the Building Inspector will be available to attend Planning District or Council meetings, such attendance to be invoiced to the Planning District and the Rural Municipality of Whitemouth, respectively.

3.4 The Building Inspector agrees to keep all information with respect to building enforcement services confidential.

3.5 The Building Inspector shall provide all equipment required to carry out his duties with the exception of Building Permit forms and Planning District office equipment.

3.6 The Building Inspector shall provide a vehicle for building by-law enforcement.

#### ARTICLE 4

- 4.1 The Building Inspector agrees to inspect the stages of construction of buildings as requested by the municipality.
- 4.2 The Building Inspector must notify the municipality, in writing, if he discovers a building infraction or if he is unable to complete an inspection due to the contractor working beyond the required inspection stage.

#### MUNICIPAL OBLIGATIONS

#### ARTICLE 5

- 5.1 The Municipality agrees to appoint Marc Ruta as the Building Inspector for the Municipality by resolution.
- 5.2 The Municipality agrees to include The Building Inspector as an additional liability insured under its insurance coverage only in respect of the Building Inspector's work done on behalf of the municipality with regards to enforcement.
- 5.3 The Municipality agrees that all Building Permit Applications shall be received at the municipal office.

#### ARTICLE 6

- 6.1 The Building Inspector agrees to collect the building permit fees from Building Permit applicants and remit said fees to the Rural Municipality of Whitemouth.
- 6.2 The Municipality to notify the Building Inspector when a permit is in need of inspection.

#### ARTICLE 7

#### RATE PROVISIONS

- 7.1 The Building Inspector shall provide Building By-law Enforcement Services to the Municipality at the following rate:
  - \$38.00 per hour for the Building Inspector's services
  - A minimum of eight hours per month will be guaranteed.
  - Mileage paid for use of vehicle at Municipal rate per kilometre

#### ARTICLE 8

#### GENERAL PROVISIONS

- 8.1 All documents relating to building by-law enforcement remain the property of the Municipality.
- 8.2 The Building Inspector acknowledges and agrees that he is entering into this Agreement as an independent contractor and is not and shall not be deemed to be an employee or agent of the Municipality in the fulfilment of the terms of this Agreement.

Article 8 continued:

8.3 This Agreement shall not be assigned to any other persons, firms, or corporations without the consent of the Municipality.

8.4 This Agreement shall be binding upon the parties thereto, their respective heirs, executors, administrators, successors, and assigns.

8.5 Termination of this Agreement may be effected by either Party to this Agreement by servicing the other Party with thirty days' notice of its intention to withdraw from this Agreement.

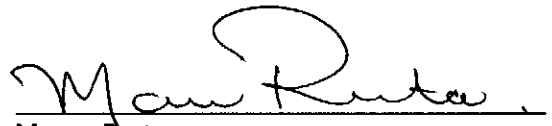
8.6 This Agreement shall be in full force and effect from July 1<sup>st</sup>, 2013 to June 30<sup>th</sup>, 2014, with yearly extensions to a maximum of 3 years. Review of rates of pay and mileage will be done on a yearly basis.

IN WITNESS WHEREOF the parties hereto have hereunto caused their hands and seals to be affixed as of the date below written.

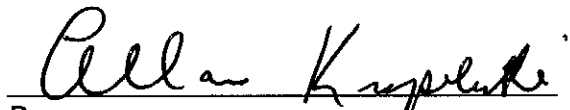
Agreement made in duplicate this 19 day of July, 2013

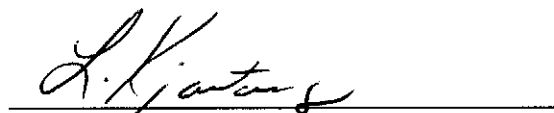
SIGNED, in the presence of:

  
Witness

  
Marc Ruta

THE RURAL MUNICIPALITY OF WHITEMOUTH

  
Reeve

  
Chief Administrative Officer