

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 586/12

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH DENNIS AND MONICA PENNER.

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

252(2) Without limiting the generality of subsection (1), a municipality may for municipal purposes do the following:

- (d) enter into an agreement 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 Dennis and Monica Penner;

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 June, A.D., 2012.



Reeve



Chief Administrative Officer

Read a first time this 13th day of June, A.D., 2012
Read a second time this 13th day of June A.D., 2012
Read a third time this 27th day of June, A.D., 2012

THE RURAL MUNICIPALITY OF WHITEMOUTH

THIS AGREEMENT MADE IN DUPLICATE THIS 27TH DAY OF JUNE, 2012

BETWEEN:

**THE RURAL MUNICIPALITY OF WHITEMOUTH
("Municipality")**

-and-

**DENNIS MARTIN PENNER AND MONICA LYNN PENNER
("Penner")**

WHEREAS:

- A. Penner owns property located within the Municipality legally described as:
- CT 2521888
Lot 3 Block 4 Plan 34834 WLTO
In SE ¼ 36-11-11 EPM
- CT 2521890
Lot 4 Block 4 Plan 34834 WLTO
In SE ¼ 36-11-11 EPM
("Property")
- B. Penner is constructing a residential duplex building on the Property ("duplex"). Penner has requested that the Municipality provide the municipal water service ("water service") to the Property.
- C. Users within Whitemouth connecting to the water service are required to pay a connection fee of \$3500 ("connection fee").
- D. Penner intends on expanding the duplex into a triplex by adding another residential unit ("triplex") within three years of the date of this Agreement.
- E. Penner has asked the Municipality to waive the payment of the connection fee if Penner expands to the triplex. The Municipality is prepared to waive the payment of the connection fee on the terms set out in this Agreement.
- F. Section 252 of the Municipal Act provides that a municipality in providing a municipal service may set the terms and conditions in respect of users.

THE MUNICIPALITY AND PENNER AGREE AS FOLLOWS:

1. Penner shall pay the Municipality the connection fee for the Municipality providing the water service to the Property.
2. Payment of the connection fee is deferred to the date three years from the date of this Agreement ("deferred payment date"). If Penner has expanded the duplex into the triplex by completing construction of an additional residential unit by the deferred payment date, the Municipality will waive payment of the connection fee. If Penner has not expanded the duplex into the triplex by completing construction of an additional residential unit by the deferred payment date, the connection fee shall become due and payable by Penner by the deferred payment date.

3. Completing construction means all of the following must be completed or installed respecting the triplex: exterior walls, windows, doors, roof closed in, with connection to the municipal water and sewer services.
4. If Penner has not completed construction of the triplex and has failed to pay the connection fee by the deferred payment date, the connection fee becomes an amount owing to the Municipality and may be collected in the same manner as a tax may be collected or enforced under the Municipal Act.
5. The preamble forms part of this Agreement.

IN WITNESS WHEREOF the Municipality and Penner have executed this Agreement as of the date written above.

THE RURAL MUNICIPALITY OF WHITEMOUTH

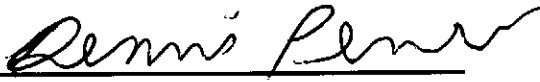


Reeve



Chief Administrative Officer

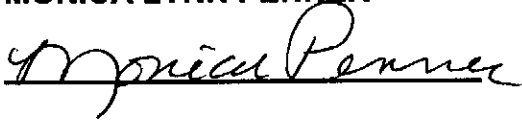
DENNIS MARTIN PENNER





Witness

MONICA LYNN PENNER





Witness