

**THE RURAL MUNICIPALITY OF
WHITEMOUTH BY-LAW NO.707/20**

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO
AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT
WITH THE RURAL MUNICIPALITY LAC DU BONNET

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 interest of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an Agreement with the Rural Municipality Lac du Bonnet;

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

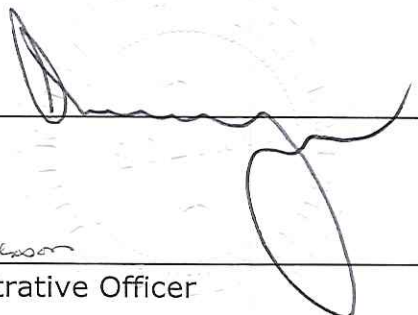
NOW THEREFORE BE IT AND IT IS HEREBY ENACTED as a By-Law of The Rural Municipality of Whitemouth as follows:

1. **THAT** the entering into of 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, PASSED AND ENACTED by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 8th day of September, 2020.



Reeve



Colleen Robinson
Chief Administrative Officer

Read a first time this	25 th	day of August,	A.D., 2020
Read a second time this	25 th	day of August,	A.D., 2020
Read a third time this	8 th	day of September,	A.D., 2020

SCHEDULE A TO BYLAW NO. 707/20

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 8th day of September, 2020

Between the **Rural Municipality of Whitemouth** (Client) and the **Rural Municipality of Lac du Bonnet** (Contractor)

Client is of the opinion that the Contractor has the necessary qualifications to provide the service required for the client

The Contractor is agreeable to providing such service to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. SERVICES PROVIDED

- 1.1 The Client hereby agrees to engage the Contractor to provide the Client with the use of their lagoon located in the RM of Lac du Bonnet on PTH 520, for the purpose of dumping sewage, from the RM of Whitemouth.
- 1.2 The Contractor hereby agrees to allow such service to the Client.

2. TERM OF AGREEMENT

- 2.1 The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
- 2.2 In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 14 days written notice to the other Party.
- 2.3 In the event that either party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 2.4 This Agreement may be terminated at any time by mutual agreement of the Parties.
- 2.5 Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

3. PERFORMANCE

- 3.1 The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4. COMPENSATION

- 4.1 The Contractor will charge the Client for the use of the lagoon on a per use, based on approximately three thousand gallons. The fee per use shall be forty five dollars (\$45.00) per load dumped.
- 4.2 Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

5. CAPACITY/INDEPENDENT CONTRACTOR

- 5.1 In providing the Service under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for

service.

6. NO EXCLUSIVITY

6.1 The Parties acknowledge that this Agreement is non-exclusive and that either party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

7. NOTICE

7.1 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses:

7.1.1 The Rural Municipality of Whitemouth
Box 249
Whitemouth, MB
R0E 2G0
Email: cao@rmwhitemouth.com

7.1.2 The Rural Municipality of Lac du Bonnet
Box 100
Lac du Bonnet, MB
R0E 1A0
Email: cao@lacdubonnet.com

or to such other address as either Party may from time to time notify the other.

8. INDEMNIFICATION

8.1 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

9. ENTIRE AGREEMENT

9.1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

10. TITLES/HEADINGS

10.1 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

11. GENDER

11.1 Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

12. GOVERNING LAW

12.1 This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 18 day of August, 2020.

For Rural Municipality of Lac du Bonnet:

[Signature]
Witness
[Signature]
Witness

[Signature]
Reeve
[Signature]
Chief Administrative Officer

Dated this 18 day of August, A.D. 2020.

For Rural Municipality of Whitemouth:

[Signature]
Witness
[Signature]
Witness

[Signature]
Reeve
[Signature]
Chief Administrative Officer

Dated this 8th day of September, A.D. 2020.