

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 557/11

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

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;

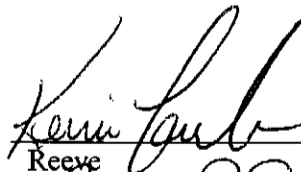
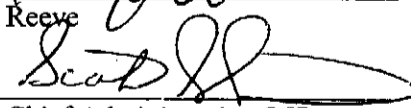
AND WHEREAS it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with The Rural Municipality of Reynolds;

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.
3. **THAT** upon this By-Law coming into force and taking effect that By-Law No. 506/08 of The Rural Municipality of Whitemouth will be repealed in its entirety.

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 9th day of February, A.D., 2011
Read a second time this 9th day of February, A.D., 2011
Read a third time this 23rd day of February, A.D., 2011

THE RURAL MUNICIPALITY OF WHITEMOUTH

SCHEDULE "A" TO BY-LAW NO. 557/11

THIS AGREEMENT made in duplicate this *22nd* day of *March*, 2011

BETWEEN:

THE RURAL MUNICIPALITY OF WHITEMOUTH
hereinafter called "Whitemouth"

-and-

THE RURAL MUNICIPALITY OF REYNOLDS
hereinafter called "Reynolds"

WHEREAS Whitemouth has Firefighting Units known as the Whitemouth District Volunteer Fire Department;

AND WHEREAS Whitemouth has agreed to enter into an Agreement with Reynolds to provide firefighting services by the Whitemouth District Volunteer Fire Department on the terms and conditions hereinafter provided;

AND WHEREAS Reynolds and Whitemouth had an agreement for the provision of firefighting services which agreement will end April 30, 2011 and the said Parties have agreed to renew the said agreement by the terms hereof commencing from the first day of May, 2011, for a two year term.

NOW THEREFORE the Parties hereto agree as follows:

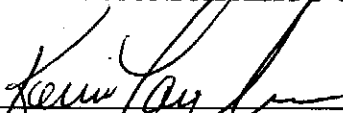
1. **THAT** Whitemouth agrees to provide the attendance of the volunteer firefighting services and equipment, to Reynolds as follows, as marked in red on a map and all within the corporate limits of Reynolds, which map is attached hereto as Schedule "A" to this Agreement:
 - a) to the townsite area of Rennie on the North East quarter of Section 23; the North Half of Section 24; the North West Quarter and the South Half of Section 25; the North East Quarter and the South Half of Section 26; all in Township 10, Range 14, and North West Quarter of Section 19, in Township 10, Range 15, East of the Principal Meridian; and
 - b) to another area identified as Township 12, Range 10, East of the Principal Meridian except for Sections 6, 7, 18, 19, 30 and 31; and
 - c) P.T.H. #44- for motor vehicle accidents and motor vehicle fires only.
2. **THAT** it is hereby agreed that the Fire Chief shall be responsible for the authorization of the firefighters, fire trucks, and equipment of Whitemouth to attend at reported fires in those parts of Reynolds hereinbefore described, as required under the terms of this agreement subject always to the availability of firefighters and equipment and subject to the following priorities of service:
 - a) First Priority - Whitemouth
Second Priority - Any corporate body having a Mutual Aid Agreement with Whitemouth to assist each other in the fighting of fires.
 - b) Third Priority - Reynolds
3. **THAT** Reynolds agrees to pay Whitemouth the following amounts of remuneration for services provided by Whitemouth:
 - a) An annual retainer fee, paid in advance on or before the 31st day of May in each year of the Agreement, as follows:
Eight Thousand Dollars (\$8,000.00) for the year ended April 30th, 2012;
And Eight Thousand Dollars (\$8,000.00) for the year ended April 30th, 2013,
such retainer not to be refundable.
 - b) Wages for each hour and for each firefighter attending the fires in its jurisdiction at the rate of pay paid by Whitemouth at the time of each fire.
 - c) The sum of \$550.00 per hour for attendance of the fire pumper truck, \$275.00 per hour for

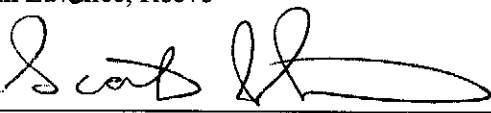
the attendance of the fire tanker truck and \$200.00 per hour for the attendance of the rescue van, in fighting fires in Reynolds, time to be charged from the time each vehicle leaves the fire hall until its return to the fire hall;

- d) In the event that an incident occurs in Whitemouth at the same time Whitemouth is attending an incident in Reynolds that results in a call for support outside of Mutual Aid terms and conditions Reynolds shall be responsible for the resulting charges assessed to Whitemouth on applicable equipment that attended the Reynolds fire.
- e) Whitemouth will submit the fire call report, invoice and, when applicable, the completed Manitoba Public Insurance Motor Vehicle Accident/Vehicle Fires form on the 15th and the last day of each month.
4. **THAT** accounts shall be payable to Whitemouth by the 30th day of the month following receipt of invoicing to Reynolds, for all invoices with the exception of those involving Manitoba Public Insurance claims which shall be payable to Whitemouth by the 30th day of the second month following receipt of invoicing to Reynolds.
5. **THAT** Whitemouth shall not be responsible for any loss or damage or any nature or kind whatever which shall result by reason of the attendance of the firefighters, fire trucks, and equipment of the Volunteer Fire Department of Whitemouth within the corporate limits of Reynolds, and Reynolds agrees to indemnify and save harmless Whitemouth in respect of any loss, claim or damages by any third party which may arise within the corporate limits of Reynolds, from any cause whatsoever as a result of services to be performed by Whitemouth. This covenant shall not be deemed to exclude the liability of Whitemouth in regard to the negligent operation of motor vehicles owned by Whitemouth and operated by the Volunteer Fire Department of Whitemouth on public highways within Reynolds.
6. **THAT** Reynolds shall obtain Public Liability Insurance coverage in the minimum of \$3,000,000.00 satisfactory to Whitemouth to cover the operations of Whitemouth within the corporate limits of Reynolds.
7. **THAT** Whitemouth shall not be required to attend fires on unoccupied Crown lands or for grass, bush or woodland fires.
8. **THAT** Whitemouth shall respond to a fire call in Reynolds with one fire truck only, and in the event of extenuating circumstances, dispatching of a second fire truck shall be at the sole discretion of the Fire Chief.
9. **THAT** this Agreement shall be in effect for a period of two years from the 1st of May, 2011 to the 30th of April, 2013.

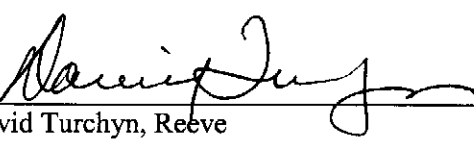
IN WITNESS WHEREOF the Parties have hereunto executed this Agreement the day and year first above written.

THE RURAL MUNICIPALITY OF WHITEMOUTH


Kevin Lavelle, Reeve


Scott Spicer, Chief Administrative Officer

THE RURAL MUNICIPALITY OF REYNOLDS


David Turchyn, Reeve


Trudy Turchyn,
Acting Chief Administrative Officer