

RURAL MUNICIPALITY OF STRATHCLAIR

BY-LAW NO. 1-2009

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF STRATHCLAIR TO AUTHORIZE COUNCIL TO ENTER INTO AN AGREEMENT WITH THE RURAL MUNICIPALITY OF BLANSHARD TO PROVIDE FOR FIRE PROTECTION SERVICES TO LANDS WITHIN THE RURAL MUNICIPALITY OF BLANSHARD

WHEREAS SECTION 266 of the Municipal Act provides that a municipality may enter into an agreement with any other municipality for the purpose of providing fire protection services;

AND WHEREAS the Rural Municipality of Strathclair and the Rural Municipality of Blanshard are desirous of entering into an agreement wherein the Rural Municipality of Strathclair will provide fire protection services to an area of land in the Rural Municipality of Blanshard.

NOW THEREFORE the Council of the Rural Municipality of Strathclair in open meeting duly assembled hereby enacts as follows:

- 1. That the Rural Municipality of Strathclair is hereby authorized and empowered to enter into an agreement, a copy of which is attached hereto and marked "Schedule A" with the Rural Municipality of Blanshard, for the provision of fire protection service to the area described as follows: All of Sections 19, 20, 29, 30, 31, 32, Township 15, Range 21 wpm; North half of Section 21-15-21wpm and the West half of Section 28-15-21wpm; North half of Section 13-15-22wpm and all of Sections 14, 15 and 19 to 36, both inclusive, Township 15, Range 22wpm.**
- 2. That the Rural Municipality of Blanshard agrees to pay \$3,000.00 per year to the Rural Municipality of Strathclair in the years 2009, 2010 and 2011 inclusive for providing fire protection services. Payment is to be paid on or before November 30 in each year.**
- 3. That the agreement shall come into force and effect upon the signing hereof and shall be for a three year term commencing in 2009 and terminating December 31, 2011, subject to renewal thereto. Either party may discontinue the said agreement at the end of the three-year term.**
- 4. That the Reeve and Chief Administrative Officer be and are hereby authorized and empowered to sign and execute the said agreement on behalf of the Rural Municipality of Strathclair and to affix the corporate seal thereto.**
- 5. That this By-Law No. 1-2009 repeals all previous By-Laws that authorize Council to enter into a fire protection agreement with the R.M. of Blanshard, and is binding to all parties hereto and their respective successors and assigns.**

DONE AND PASSED in open Council assembled at Strathclair in Manitoba this 4th day of February 2009 A.D.

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Reeve

.....
Chief Administrative Officer

**Read a first time this 7th day of January 2009.
Read a second time this 7th day of January 2009.
Read a third time this 4th day of February 2009.**

SCHEDULE "A" TO BY-LAW #1-2009 – R.M. OF STRATHCLAIR

This Agreement made in duplicate this 4th day of February 2009 between:

**RURAL MUNICIPALITY OF STRATHCLAIR
(Hereinafter called R.M. of Strathclair)**

AND

**RURAL MUNICIPALITY OF BLANSHARD
(Hereinafter called R.M. of Blanshard)**

WHEREAS the Councils of the R.M. of Strathclair and the R.M. of Blanshard deem it expedient and in the public interest to enter into an agreement for the R.M. of Strathclair to provide fire protection service to 110 (one hundred and ten) quarters of land within the R.M. of Blanshard. This being the following:

All of Sections 19, 20, 29, 30, 31, 32, Township 15 Range 21WPM; North half of Section 21-15-21WPM and the west half of 28-15-21WPM; North half of Section 13-15-22WPM and all of Sections 14, 15, 19 to 36, all inclusive Township 15 Range 22WPM in the R.M. of Blanshard.

NOW THEREFORE The parties hereto, in consideration of the premises hereof, the terms covenants, conditions and agreements hereinafter contained, and for the financial consideration detailed herein, mutually covenant, promise and agree as follows:

- 1. The R.M. of Strathclair shall provide fire protection service to the area as described within the R.M. of Blanshard being all of Sections 19, 20, 29, 30, 31, 32, Township 15 Range 21WPM; North half of Section 21-15-21WPM and the west half of 28-15-21WPM; North half of Section 13-15-22WPM and all of Sections 14, 15, 19 to 36, all inclusive Township 15 Range 22WPM in the R.M. of Blanshard. This is detailed on the attached map and marked Exhibit "A".**
- 2. In each year during the currency of this agreement, the R.M. of Blanshard agrees to pay the R.M. of Strathclair \$3,000.00 per year. The payment is to be paid on or before November 30th in 2009, 2010, and 2011.**
- 3. This agreement shall come into force and effect upon the signing hereof and shall be for a three year term commencing in 2009 and terminating on December 31, 2011, subject to renewal thereto. It being clearly understood that either party hereto can discontinue the said agreement at the end of the three year term.**
- 4. This agreement repeals all previous agreements and shall be binding to all parties hereto and their respective successors and assigns.**

IN WITNESS whereof the parties hereto have hereunder affixed their corporate seal as attested by the signature of their proper officers in that behalf, this 4th day of February 2009 A.D.

Rural Municipality of Blanshard

Rural Municipality of Strathclair

Reeve

Reeve

Chief Administrative Officer

Chief Administrative Officer