

RURAL MUNICIPALITY OF DUFFERIN

BY-LAW #1680

Being a by-law of the Rural Municipality of Dufferin authorizing the purchase of the Dufferin Co-Operative Water Services Ltd.

WHEREAS the provisions of The Municipal Act, RSM 1988, c. M225, Subsection 694(1) provides as follows:

694 (1) Any municipality, if authorized by by-law of the council thereof, but subject to Section 698, and subject to The Gas Pipe Line Act, The Water Power Act, the Water Rights Act, The Water Supply Districts Act, The Manitoba Water Services Board Act, and The Watershed Conservation Districts Act, may

(a) construct, purchase, or take on lease, and maintain and operate electric light or power works, steam heating works, gas works, or a waterworks or water supply system, or a sewage collection system and disposal system or any or all of such works, within the municipality or within five miles of the boundaries thereof;

AND WHEREAS the provisions of the Municipal Act, RSM 1988, c. M225, subsection 698 (1) provides as follows:

698 (1) Subject to subsection (3), before the council of a municipality passes a by-law for the construction, purchase, or taking on lease of any works, the by-law shall be authorized by The Public Utilities Board;

AND WHEREAS the Council of the Rural Municipality of Dufferin deems it expedient and in the public interest to enact a by-law which authorizes the purchase of the rural water lines from the Dufferin Co-Operative Water Services Ltd.;

AND WHEREAS the Council of the Rural Municipality of Dufferin negotiated the purchase of rural water lines from the Dufferin Co-Operative Water Services Ltd. as per attached agreement;

NOW THEREFORE, the Council of the Rural Municipality of Dufferin, in Council assembled, enacts as a by-law the following:

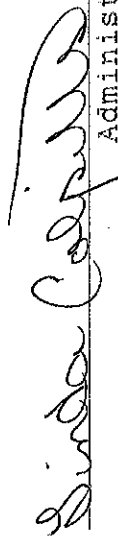
1. That the Rural Municipality of Dufferin enter into the agreement attached and marked "Schedule A" being an agreement authorizing the purchase of the water lines from the Dufferin Co-Operative Water Services Ltd.;
2. That the proper officers of the Rural Municipality of Dufferin are hereby authorized to execute all documents and take all steps necessary to complete the attached agreement.
3. That by-law #1633 be and hereby is rescinded.

GIVEN FIRST READING at the Town of Carman in the Province of Manitoba this the 9th day of January A.D., 1996.

GIVEN SECOND AND THIRD READING at the Town of Carman in the Province of Manitoba this the 13th day of February A.D., 1996.



REEVE


Administrator

THIS AGREEMENT MADE IN DUPLICATE THIS
A.D. 1995

DAY OF

BETWEEN:

DUFFERIN CO-OPERATIVE WATER SERVICES LTD.
Carman, Manitoba
ROG OJO

(herein called the vendor)

OF THE FIRST PART,

-and-

THE RURAL MUNICIPALITY OF DUFFERIN
Carman, Manitoba
ROG OJO

(herein called the Purchaser)

OF THE SECOND PART.

WHEREAS the vendor has for some time past carried on business as a co-operative providing water to certain persons living in the Rural Municipality of Dufferin, and has built a water line for that purpose on the following area:

- NW 1/4 24-6-5 WPM
- NE 1/4 23-6-5 WPM
- SE 1/4 26-6-5 WPM
- SW 1/4 25-6-5 WPM

AND WHEREAS the purchaser has agreed to acquire the assets of the Co-operative from the vendor:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, and upon the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The vendor hereby sells, transfers and assigns and the purchaser hereby buys all of the assets of the vendor except as hereinbefore mentioned, including in particular, all pipeline built and installed by the vendor, the full benefit and advantage of all contracts or agreements to provide water owing and accruing due after January 1, 1996 and all other property of every kind and whatsoever to which the vendor is entitled in connection with the said business but excluding all monies in the vendor's bank account at the closing date and excluding all monies owing to the vendor by water customers at the closing date.
2. The sale and purchase will be carried out on January 1, 1996 by payment of the sum of \$1.00 by the purchaser to the vendor and by the purchaser's agreement to assume the purchaser's obligation to provide water to the customers who are presently members of the vendor.
3. The agreement between the parties is that all monies due or accruing due to the vendor on December 31, 1995, and all monies in the vendor's bank account as of December 31, 1995 shall be the property of the vendor, and all monies which come due, or accrue due from and after January 1, 1996 shall be the property of the purchaser.


4. It is further agreed that all liabilities due and owing on December 31, 1995, or accruing due on that date, shall be paid by the vendor and all liabilities which come due or accrue after January 1, 1996 shall be paid by the purchaser.
5. The vendor states that there are no law suits or claims of any kind being made against them by any person, firm or corporation at the date of the signing of this agreement. In the event that such a law suit or claim arises before the 1st day of January, 1996, the vendor agrees to advise the purchaser at once of such claim or demand and the purchaser may have the right to not proceed with the transaction in that event.
6. The vendor states and warrants that there are no tax liabilities of any kind owing by the vendor or accruing due up to January 1, 1996 and any such liabilities will be paid by the vendor. In the event that any claim is made against the purchaser for tax liabilities arising up to including December 31, 1995, that they will be paid by the vendor.
7. Paragraphs 5 and 6 shall survive the agreement and not merge with the agreement hereafter.
8. The parties have made further agreements between themselves which shall carry on after the date of closing and shall not merge with the agreement:


- a) The purchaser agrees that the vendor and their customers as of December 31, 1995 shall not be charged an equalization charge or any other type of capital charge arising from other construction of water lines being done by the purchaser in other parts of the municipality. It is agreed between the parties that the capital cost of building the pipeline to the vendor's customers has been paid in full by themselves and that no charge should be made against them now or hereafter because of other construction done in other parts of the municipality.
- b) The purchaser warrants that the vendor will not after January 1, 1996 be charged for the water supplies at a rate higher than that presently being paid to the Town of Carman, which is \$8.85 per 1000 gallons or which is \$1.97/cu. meter for a term of five years from January 1, 1996. The purchaser warrants that the vendor will be charged a rate for water concurrent with all other rates for residents connected to a rural water line system after the term of five years from January 1, 1996.
- c) The vendor will read all meters as of December 31, 1995 and will provide bills to the customers for the water used up to that point, all water used after that date shall be paid for by payment to the purchaser. The vendor states that it may be approximately February 1, 1996 before they are able to complete all of that work. The purchaser agrees to pay the costs of drawing up this agreement and all legal costs arising from the carrying out of this agreement.

9. This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns respectively of each of the parties hereto.

The Vendor has caused its corporate seal to be hereunto affixed, attested by the signatures of its proper officers in their behalf the 30th day of January, A.D. 1996. AND the Purchaser has caused its corporate seal to be hereunto affixed, attested by the signatures of its proper officers in their behalf the 30th day of January, A.D. 1996.


DUFFERIN CO-OPERATIVE WATER SERVICES LTD.

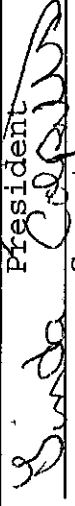


 President


 Secretary

THE RURAL MUNICIPALITY OF DUFFERIN



 President


 Secretary

BILL OF SALE

IN CONSIDERATION of payment of the sum of \$1.00 and other good and valuable consideration by THE RURAL MUNICIPALITY OF DUFFERIN (the "Purchaser") paying to DUFFERIN CO-OPERATIVE WATER SERVICES LTD. (the "Seller"), the receipt of which the Seller acknowledges, the Seller sells and transfers to the Purchaser the items listed on Schedule A (the "Goods"), which Goods are located in Manitoba.


The Seller represents and warrants that:

- (a) the Seller is now rightfully and absolutely possessed of and entitled to the Goods;
- (b) the Seller has the right to transfer the Seller's interest in the Goods to the Purchaser according to the provisions of this instrument;
- (c) the Purchaser shall take possession of the Goods free from all liens and encumbrances whatever, and
- (d) the Purchaser shall at all times hereafter peaceably and quietly enjoy possession of the Goods without any hindrance, interruption, claim or demand whatever by the Seller or by any person whomever claiming through the Seller.

The Seller shall do all things necessary to give effect to this instrument.

This instrument shall enure to the benefit of the Seller and the Purchaser, and their respective heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the Seller has signed this instrument this 30th day of January A.D., 1996.


Linda Collette
SECRETARY
RURAL MUNICIPALITY OF DUFFERIN
COMMISSIONER FOR CITIES
PROVINCE OF MANITOBA

DUFFERIN CO-OPERATIVE WATER
SERVICES LTD.

Per: 

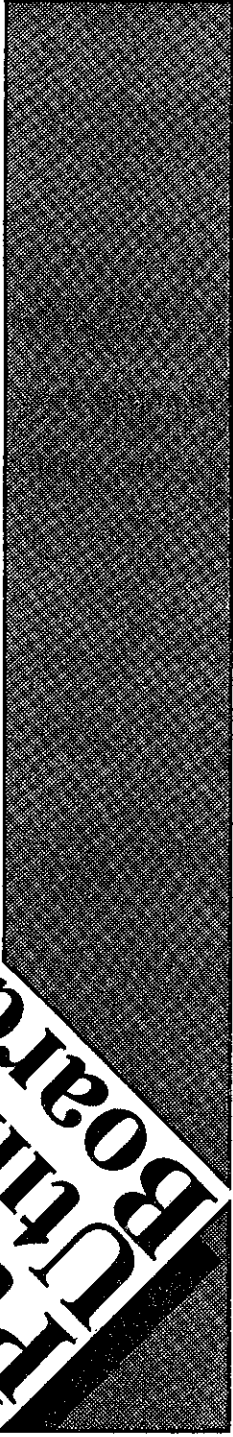
Per: 

Schedule A

All of the assets of the Seller as of January 1, 1996 including, in particular, the water line constructed to the west of the Town of Carman, in the Province of Manitoba, but excluding therefrom all bank accounts of the Seller and all accounts receivable as of January 1, 1996.

The Public Utilities Board

2nd Floor
280 Smith Street
Winnipeg, Manitoba
R3C 1K2



M A N I T O B A) Order No. 4/96
)
THE PUBLIC UTILITIES BOARD ACT)
)
THE MUNICIPAL ACT) February 1, 1996

BEFORE: G. D. Forrest, Chairman
M. J. Anseeuw, Vice-Chairman

THE RURAL MUNICIPALITY OF DUFFERIN
BY-LAW NO. 1680

WHEREAS the Rural Municipality of Dufferin has applied to The Public Utilities Board pursuant to Subsection 698(2) of The Municipal Act for the approval of By-law No. 1680 authorizing the purchase of the Dufferin Co-operative Water Services Ltd.;

AND WHEREAS the Board deems it expedient to do so;

IT IS THEREFORE ORDERED THAT:

By-law No. 1680 of the Rural Municipality of Dufferin BE
AND THE SAME IS HEREBY APPROVED.

Fees payable upon this Order - \$10.00

THE PUBLIC UTILITIES BOARD

"G. D. FORREST"
Chairman

"D. deGRAFF"
Acting Secretary

Certified a true copy of Order
No. 4/96 issued by The Public
Utilities Board


Acting Secretary



Consumer and
Corporate Affairs

The Public Utilities Board

2nd Floor
280 Smith Street
Winnipeg MB R3C 1K2
CANADA

Consommation et
Corporations

Régie des services publics

280, rue Smith
2^e étage
Winnipeg (Manitoba) R3C 1K2
CANADA

(204) 945-2638
TÉLÉC.: (204) 945-2643

February 5, 1996

Linda Colpitts
Administrator
The R. M. of Dufferin
P.O. Box 100
Carman, MB R0G 0J0

Dear Ms. Colpitts:

Re: The R. M. of Dufferin
By-law No. 1680

Further to our previous correspondence in the above matter, I now enclose certified copy of Order of the Board No. 4/96, together with copy of the said By-law duly endorsed with the Board's authorization. Please file a copy of the By-law with this Board after it has received second and third reading.

You will note that fees payable upon this Order amount to \$10.00 and we would appreciate receiving your cheque in due course.

Yours very truly,

D. deGraff
Acting Secretary

DdG/bsb
Encls. (2)

RURAL MUNICIPALITY OF DUFFERIN

BY-LAW #1680

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AND WHEREAS the Council of the Rural Municipality of Dufferin negotiated the purchase of rural water lines from the Dufferin Co-Operative Water Services Ltd. as per attached agreement;

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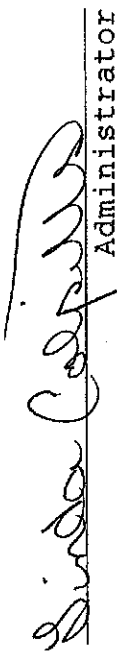
1. That the Rural Municipality of Dufferin enter into the agreement attached and marked "Schedule A" being an agreement authorizing the purchase of the water lines from the Dufferin Co-Operative Water Services Ltd.;
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3. That by-law #1633 be and hereby is rescinded.

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GIVEN SECOND AND THIRD READING at the Town of Carman in the Province of Manitoba this the 13th day of February A.D., 1996.



REEVE


Administrator

7/96

W. Debraff / per Josh Acting

Certified copy of *By-law #1680*

Dated *Jan 1996*


Secretary - Treasurer
R.M. of Dufferin