

THE RURAL MUNICIPALITY OF DUFFERIN

BY-LAW #1681

Being a by-law of the Rural Municipality of Dufferin approving an agreement with the Town of Carman for the supply of water to residents of the R.M. of Dufferin.

WHEREAS the Council of the Rural Municipality of Dufferin has requested that the Town of Carman supply water to residents in the R.M. of Dufferin, and

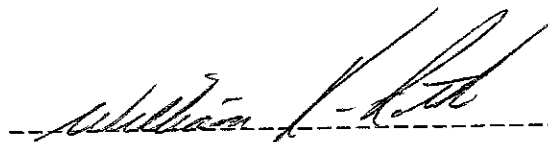
WHEREAS the Council of the R.M. of Dufferin and the Town of Carman deem it expedient to enter into an agreement for the purpose aforesaid, and

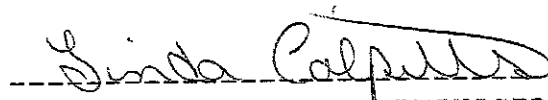
WHEREAS the Council of the Town of Carman has approved the proposed agreement by a by-law passed by the Council on the 14th day of December A.D. 1995;

NOW THEREFORE BE IT ENACTED AS FOLLOWS:

1. THAT the agreement dated the 29th day of December A.D., 1995, a copy whereof is attached hereto, made between the Town of Carman and the Rural Municipality of Dufferin, be herewith approved.
2. THAT the Reeve and the Secretary-Treasurer of the Rural Municipality of Dufferin be herewith authorized and empowered to execute and to deliver the said agreement under the corporate seal of the Rural Municipality of Dufferin.
3. THAT this by-law come into effect on and upon the passing thereof.

DONE AND PASSED in open Council duly assembled at the Town of Carman in the Province of Manitoba this the 9th day of January A.D. 1996.

  
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REEVE

  
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ADMINISTRATOR

**RESOLUTION FORM**

**R.M. OF DUFFERIN**

January 14, 1997

Resolution #9

**Re: Water Agreement - Town Of Carman - By-law #1681**

**Moved by Councillor Peckover** \_\_\_\_\_.

**Seconded by Councillor Kippen** \_\_\_\_\_.

WHEREAS the Councils of the R.M. of Dufferin and the Town of Carman have entered into an agreement dated 29th day of January A.D., 1995, for the providing of water to residents of Dufferin, and

WHEREAS the said Agreement sets a maximum additional service connection at 100, and

WHEREAS PFRA has determined the maximum additional service connections could be increased to 180, now

THEREFORE BE IT RESOLVED that the Council of the Rural Municipality of Dufferin agrees the Agreement between the Town of Carman and the R.M. of Dufferin, dated the 29th day of December 1995, be amended as follows:

“That the Town agrees to provide water to service the Rural Municipality of Dufferin up to a maximum of 180 additional service connections, subject to approval by the parties hereto and to supply existing service to the residents formerly a part of the Dufferin Water Co-operative Inc.”

Certified copy of original resolution

MOTION CARRIED

Dated Jan. 14 1997

Dina C. Balija  
Secretary - Treasurer

Dina C. Balija  
R.M. of Dufferin

**THE TOWN OF CARMAN**

BOX 160, CARMAN, MANITOBA R0G 0J0 745-2443 FAX 745-2903

*R. Murray Rinn, Mayor*

*Cheryl Young, Municipal Administrator*

RESOLUTION

THE TOWN OF CARMAN

Mover *A Boxshall* Date January 9, 1997  
Seconded *A Bennett* Number 12

WHEREAS the Councils of the Town of Carman and R.M. of Dufferin have entered into an agreement, dated 29th day of December, 1995, for the providing of water to residents of Dufferin, and

WHEREAS the said Agreement sets a maximum additional service connections at 100, and

WHEREAS PFRA has determined the maximum additional service connections could be increased to 180, now

THEREFORE BE IT RESOLVED that the Council of the Town of Carman agrees the Agreement between the Town of Carman and R.M. of Dufferin, dated 29th day of December, 1995, be amended as follows: "That the Town agrees to provide water to service the area described in a by-law of Dufferin, as passed in 1996, up to a maximum of 180 additional service connections, subject to approval by the parties hereto and to supply existing service to the residents formerly a part of the Dufferin Water Co-operative Inc."

Certified copy of *Resolution #12*  
Dated *Jan 10/97*  
*Cheryl Young*  
Secretary Treasurer Town of Carman

**CARRIED/DEFEATED**

THIS AGREEMENT made in duplicate this 29th day of December, A.D., 1995.

BETWEEN:

**THE TOWN OF CARMAN  
(HEREINAFTER CALLED "TOWN")**

**OF THE FIRST PART;**

**AND**

**RURAL MUNICIPALITY OF DUFFERIN  
(HEREINAFTER CALLED "DUFFERIN")**

**OF THE SECOND PART;**

**WHEREAS** the Rural Municipality of Dufferin has requested the Town of Carman to supply water services to residents of "Dufferin";

**AND WHEREAS** as the Parties hereto desire to enter into an agreement with respect to the water services on the terms and conditions hereinafter set forth;

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants hereinafter set forth, the parties hereto covenant and agree each with the other as follows:

**SECTION I: MUNICIPAL SERVICES**

**The "Town" covenants and agrees:**

1. To permit "Dufferin" to construct a water connection to the "Town" Water System, complete with a 4 inch meter at sites and locations to be mutually agreed upon. The "Town" further agrees that "Dufferin" connect up to an 8 inch water pipe to the said meters in order to supply the residents of "Dufferin" with water supplied from the Carman water system. The "Town" shall invoice "Dufferin" on a quarterly basis for the amount of water registered by said water meters, namely in each of the months of March, June, September and December.
2. That the "Town" shall have access to the said 4 inch water meters at all times.
3. That the "Town" agrees to supply water to the residents of "Dufferin" for an indefinite period provided the supply does not jeopardize the supply to the residents of the "Town".
4. The "Town" agrees to supply water to the "Dufferin" residents at a cost of \$5.00 per thousand gallons, which includes a surcharge for the use of the "Town" water system. It is further agreed that this rate may be revised in accordance with any increase of water costs to the "Town" directed to it by the Manitoba Water Services Board.
5. That the "Town" agrees to provide water to service the area described in a by-law of "Dufferin, as passed in 1996, up to a maximum of 100 additional service connections, subject to approval by the parties hereto and to supply existing service to the residents formerly a part of the Dufferin Water Co-operative Inc.
6. "Town" will be responsible to the repairs and maintenance of the waterline within the present limits of the "Town".

**PART B: Dufferin covenants and agrees:**

1. To assume all costs for the construction of the water line from the connections at the "Town" boundaries as shown on a map attached hereto and marked "Schedule A".
2. "Dufferin" will be responsible for all costs of maintenance and operation of the water line in the R.M. of Dufferin.
3. That the water supply may be interrupted in times of emergency or in a time of acute shortage for the Town of Carman.

**PART C: It is further agreed between the parties hereto:**

1. This agreement may be revised every five (5) years as to the conditions and charges pertaining hereto, or as requested by the parties hereto.
2. This agreement may be cancelled upon failure of any of the parties hereto to comply with the terms and conditions of said agreement.
3. "Dufferin" will not purchase water from an alternate water source without first giving the "Town" one year's written notice of its intent.
4. The "Town" agrees to supply water to "Dufferin" for the area as set out in Schedule "A" on and after the 1st day of January, A.D. 1996.
5. That the two municipal corporations agree in principal that a contract will be negotiated in the future for expenses incurred by the Town of Carman to expand the existing water treatment plant or to build a new plant.

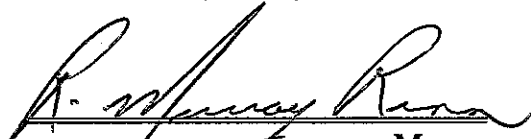
**SECTION II:**

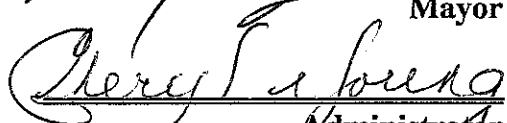
The term of this agreement shall be from the date of signing until such time as it is terminated by either party hereto with due regard for proper notice and just cause.

**SECTION III:**


In witness whereof the parties have caused seals to be hereunder attested by the hands of their proper officers in that behalf on the day and year first above mentioned.


TOWN OF CARMAN

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

RURAL MUNICIPALITY OF DUFFERIN

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator