



Rural Municipality of Dufferin
By-Law No. 1823

Being a by-law of the Rural Municipality of Dufferin to
provide for a Fire Protection Agreement
with the Village of St. Claude

WHEREAS Section 266 of the *Municipal Act* states that:

"For the purpose of providing fire protection services, a municipality may enter into an agreement with a person, another municipality or an agency or department of the Government of Manitoba or the Government of Canada."

AND WHEREAS the Rural Municipality of Dufferin and the Village of St. Claude deem it necessary and to the best interest of both parties to enter into such an agreement;

NOW THEREFORE BE IT RESOLVED

1. That the Rural Municipality of Dufferin execute the said agreement, labeled "Schedule A" and attached to and forming a part of this by-law.
2. That By-Law No. 1567 is hereby repealed.

DONE AND PASSED by the Council of the Rural Municipality of Dufferin, in regular Council assembled, this 20th day of May, 2008.



Shawn McCutcheon, Reeve



Ruth Stege, C.A.O.

Read a first time this 15th day of April, 2008.

Read a second time this 20th day of May, 2008.

Read a third time this 20th day of May, 2008

SCHEDULE "A" TO BY-LAW NO. 1823 OF THE RURAL MUNICIPALITY OF DUFFERIN

AND

SCHEDULE "A" TO BY-LAW NO. 400/08 OF THE VILLAGE OF ST. CLAUDE

THIS AGREEMENT made in duplicate and dated this
15th day of APRIL A.D. 2008.

BETWEEN:

The Rural Municipality of Dufferin
(hereinafter referred to as the "Municipality")

OF THE FIRST PART

AND

The Village of St. Claude
(hereinafter referred to as "St. Claude Fire")

OF THE SECOND PART

WHEREAS, the Municipality requires fire protection service to adequately serve and protect its residents and others;

AND WHEREAS, the St. Claude Fire currently operates a volunteer fire protection service for its residents and others;

AND WHEREAS, the Municipality is desirous of obtaining fire protection service from St. Claude Fire and St. Claude Fire is desirous of delivering such volunteer service to the Municipality;

AND WHEREAS the parties hereto did enter into a written agreement respecting such provision of volunteer fire protection services to the Municipality for an annual subsidy of \$2,000.00 for each of the years 1998, 1999 and 2000;

AND WHEREAS St. Claude Fire has maintained the delivery of volunteer fire protection service to the Municipality as provided in the said agreement, and the Municipality has paid an annual subsidy of \$2,000.00, for each of the years 2001 to 2007, both inclusive;

AND WHEREAS the parties hereto wish to renew the agreement respecting such provision of volunteer fire protection services to the Municipality;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ST. CLAUDE FIRE AGREES:

1. To provide a good and proper volunteer fire protection service within the limits of the Municipality as set out in Schedule "1" hereto as such services are commonly provided and agrees to have one (1) fully equipped fire protection vehicle and employees which are available to operate said vehicle on a 24 hour basis.
2. To indemnify, protect and save harmless the Municipality from actions, claims or demands of every nature and/or description which might at any time be made for or against the Municipality in connection with the operation of the said volunteer fire protection service, or any thing or matter arising from this agreement.
3. To have and maintain at all times, good and proper liability insurance to protect St. Claude Fire and the Municipality from all manner of actions, claims, damages and demands of every nature or description that might arise out of anything in connection with the operation of the said volunteer fire protection service, or under this agreement, which said policy of liability insurance is to be with a company and on terms and conditions and in an amount satisfactory to the Municipality, which said liability policy is to be kept in proper force and standing during the term of this agreement, and all renewals thereof, and St. Claude Fire covenants and agrees to pay all premiums in connection with said policy of liability insurance and

to provide a certified copy of the said policy immediately upon the execution of this agreement and on the anniversary date of this agreement to provide renewal copies thereof.

4. To give good and proper volunteer fire protection service to the residents of the Municipality as set out in Schedule "1" hereto and to the parties entering into the Municipality and in respect to matters arising in the Municipality when called upon to do so and to provide such fire protection service for 24 hours each day during the currency of this agreement.

5. The Municipality agrees to pay to St. Claude Fire a subsidy as follows:
 - \$2,500.00 on September 1, 2008.
 - \$2,500.00 on March 1, 2009.
 - \$2,500.00 on March 1, 2010.

6. This agreement shall, notwithstanding its date of execution, be deemed to have been in full force and effect from the first day of January A.D. 2008 and shall remain in force until the 31st of December, 2010.

7. It is agreed between the parties hereto that if at any time a dispute arises between the parties hereto in connection with the terms of this agreement, the said dispute shall be settled by arbitration, and all the provisions of the Arbitration Act of the Province of Manitoba and all amendments thereto shall apply to the said arbitration provided however that in the event the parties cannot come to an agreement through negotiations in respect to the amount of subsidy payable from time to time as referred to herein; this agreement shall be at an end and no arbitration shall be required.

8. St. Claude Fire agrees that it shall not transfer or assign any rights, duties or obligations either in whole or in part, which are granted to it or which it undertakes to perform in this agreement without the prior written consent of the Municipality.

9. This agreement shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns as the case may be.

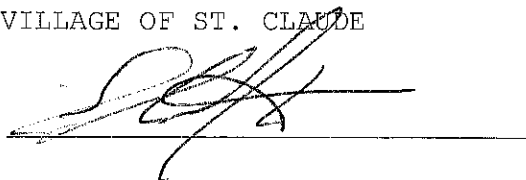
IN WITNESS WHEREOF, each party to this agreement has caused its corporate seal to be hereunto affixed, attested to be the hands of its proper officers on the day and year first above written.

RURAL MUNICIPALITY OF DUFFERIN



Ruth Stege

VILLAGE OF ST. CLAUDE



S. Desjardins

SCHEDULE "1"

AREA OF THE
RURAL MUNICIPALITY OF DUFFERIN
TO BE SERVED BY ST. CLAUDE FIRE

Sections 17 to 36, Township 7, Range 7 W.P.M.

N 1/2 and SW 1/4 16-7-7 W.P.M.

N 1/2 7, 8, 13, 14 and 15, Township 7, Range 7 W.P.M.

NW 1/4 9-7-7 W.P.M.

Sections 30 and 31, Township 7, Range 6 W.P.M.

N 1/2 and S 1/4 19 and 32, Township 7, Range 6 W.P.M.

NW 1/4 18, 20 and 33, Township 7, Range 6 W.P.M.

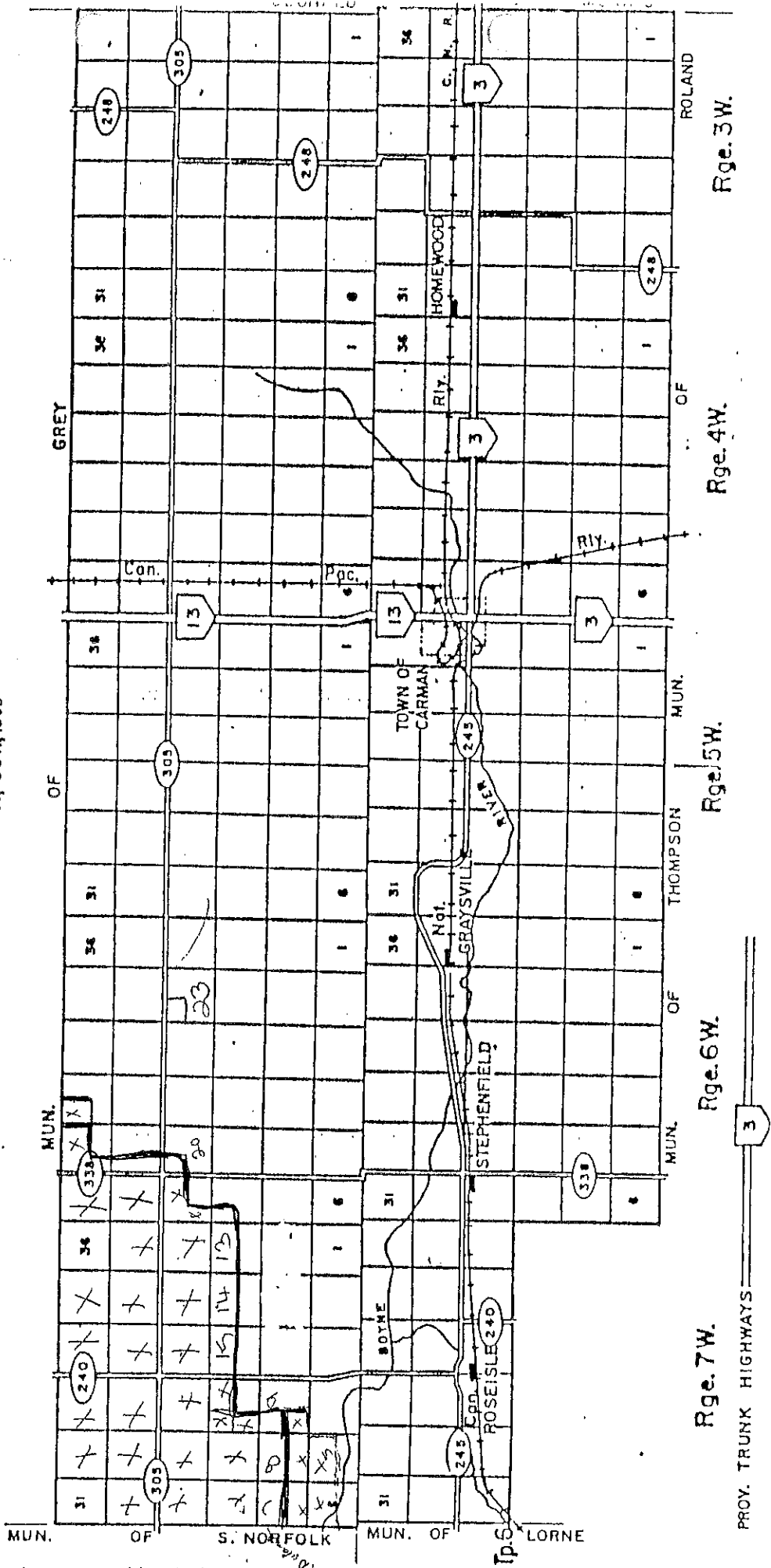
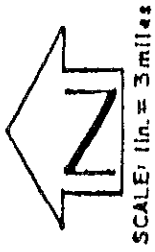
N 1/2 5 and 6, Township 7, Range 7 W.P.M.

S 1/2 7 and 8, Township 7, Range 7 W.P.M.

S 1/4 9, Township 7, Range 7 W.P.M.

MUN. OF DUFFERIN

PROVINCE OF MANITOBA
HIGHWAYS DEPARTMENT
DESIGN OFFICE
WPG., OCT., 1969



Rge. 7W.

Rge. 6W.

Rge. 5W.

Rge. 4W.

Rge. 3W.