

RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1259/83

BEING a By-law authorizing the execution of an agreement with the Town of Morris to establish a Fire District.

WHEREAS the Rural Municipality of Morris wishes to improve the fire protection to the rural area around the Town of Morris;

AND WHEREAS the Rural Municipality of Morris desires to enter into an agreement with the Town of Morris to provide for fire protection for a portion of the Rural Municipality of Morris contiguous to the Town of Morris;

AND WHEREAS the Rural Municipality of Morris deems it advisable to enter into an agreement with the Town of Morris to establish a Fire District;

THEREFORE BE IT RESOLVED that the Rural Municipality of Morris duly assembled enacts as follows;

1. That the Rural Municipality of Morris does enter into an agreement with the Town of Morris for the establishment of a Fire District and which agreement is schedule "A" to this by-law.
2. That the Reeve and the Secretary-Treasurer be and they are hereby authorized and empowered to execute all documents and to do all things necessary and required to give force and effect to this by-law.

DONE AND PASSED in open Council of the Rural Municipality of Morris assembled this 10th day of February, 1983

  
Reeve

  
Secretary-Treasurer.

THIS AGREEMENT made in duplicate this 10 day of February A.D. 1983.

BETWEEN:

THE TOWN OF MORRIS  
(hereinafter referred to as the "Town"),

- and -

THE RURAL MUNICIPALITY OF MORRIS,  
(hereinafter referred to as the "Municipality")

WHEREAS the Town has established and maintains a fire department operated by the Morris Volunteer Fire Department, with equipment, vehicles and fire hall located in the Town of Morris, in Manitoba;

AND WHEREAS the Municipality desires to enter into an agreement with the Town, pursuant to the authority set forth in Section 283 (2) of The Municipal Act, to provide for fire protection for a portion of the Municipality contiguous to the Town;

AND WHEREAS each of the parties hereto has by resolution approved in principle preparation and adoption of an agreement governing the creation of a fire district and the provision of fire protection for same;

THEREFORE NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Rural Municipality of Morris shall establish a fire district (as set forth in a Schedule, attached hereto and forming a part hereof, consisting of two parts, designated A-1 and A-2, respectively) contiguous to the Town of Morris, hereinafter referred to as "the District."

2. The Town of Morris shall, subject to the terms, conditions and provisions of this agreement, provide fire protection for the fire district, and up to one mile outside the boundaries of said district, (hereinafter referred to as the additional zone) during the currency of this agreement, and shall provide such vehicles, fire fighting equipment and personnel as may be required, and as are available from time to time at the Town of Morris for said purpose.
3. This agreement shall be deemed to have commenced on the first day of January, 1982, and shall continue in operation, with such changes as the parties hereto shall from time to time agree, until termination in writing by either party giving to the other notice to that effect at least (90) days in advance of the date of intended termination.
4. The Municipality undertakes and agrees to pay to the Town, for fire protection within the district, on or before the 15th day of November, in each year during the currency of the agreement a sum equal to the mill rate established within the Municipality for general operation fire protection services, multiplied by the assessment for that year of the lands and premises contained within the fire district (but not the additional zone).

5. The Municipality shall set aside capital funds derived from a special levy for fire fighting capital reserve, levied on the assessment of the district. These reserve funds are to be held by the Municipality in a separate account and shall be released to the Town upon their formal request for same, and upon the Provincial approval for the release of these funds and shall be disbursed in a manner of compliance with the requirements of the Municipal Act for the expending of a capital reserve fund of a municipality.
6. The Town undertakes and agrees to establish a reserve for the purchase of additional equipment, and improvement of existing equipment, to be used for fighting fires, keeping in mind its additional requirements necessitated by this agreement, and shall advise the Municipality of its plans, inviting suggestions designed to increase its ability to carry out its responsibilities pursuant to this agreement.
7. The Municipality shall, prior to April 1, or as soon thereafter as possible if required information is not available, each year, provide the Town with information relating to:
  - a) total taxable assessment within the fire district in that year;
  - b) the mill rate which it intends to levy for fire protection in that year;
  - c) an estimate, based on taxable assessment on said mill rate, of the payment which it will be making to the Town in that year.
8. Voluntary payments made by an insurance company or individual for a fire call made by the Town to the fire district shall be paid to the Municipality, and shall form part of its revenues for fire fighting purposes or as it shall determine, without reference to this agreement, but

any payments so made for fire calls to the additional zone, as herein contemplated, shall be divided between the Town and the Municipality as their respective councils, by resolution shall determine.

9. A report on the operation of this agreement shall be prepared by the Town annually, and shall be delivered to Councils of the Town and Municipality not later than March 31st of the following year; and the report shall be considered by the parties hereto in determining what amendments, if any, to this agreement may be required to maximize the benefits to be derived therefrom by the parties hereto.

10. Nothing herein contained shall affect the provisions of a mutual aid agreement, between the parties hereto, respecting fire protection now in force or to come into force at any time in the future.

11. a) The fire departments of the Town and Municipality shall provide all residents within the fire district with telephone numbers to call in the event of a fire within the district.

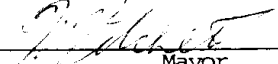
b) Any call received shall be re-directed to the fire department primarily responsible for answering the call by the person receiving the initial call.


c) The fire departments of the Town and Municipality may meet for the purpose of adopting a program designed to provide fire protection for the fire district contemplated in this agreement.

12. This Agreement shall come into force on the date it is approved by by-law of the respective Councils of the parties hereto.

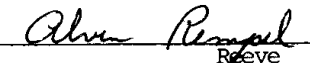
IN WITNESS WHEREOF the parties hereto have set their corporate seals, attested by their proper officers in that behalf.

THE TOWN OF MORRIS

Per:   
Mayor

Per:   
Secretary-Treasurer

THE RURAL MUNICIPALITY OF MORRIS

Per:   
Reeve

Per:   
Secretary-Treasurer

SCHEDULE A-1

The fire district shall include all those portions of the  
R.M. of Morris legally described as follows, namely:

Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19,  
20, 21, 22, 27, 28, 29, 30, 31, 32 and 33, in the 4th  
Township and 1st Range, East.

Sections 4, 5, 6, 7, 8, 9, 10, 14, 23 and 24 in the  
5th Township and 1st Range, East.

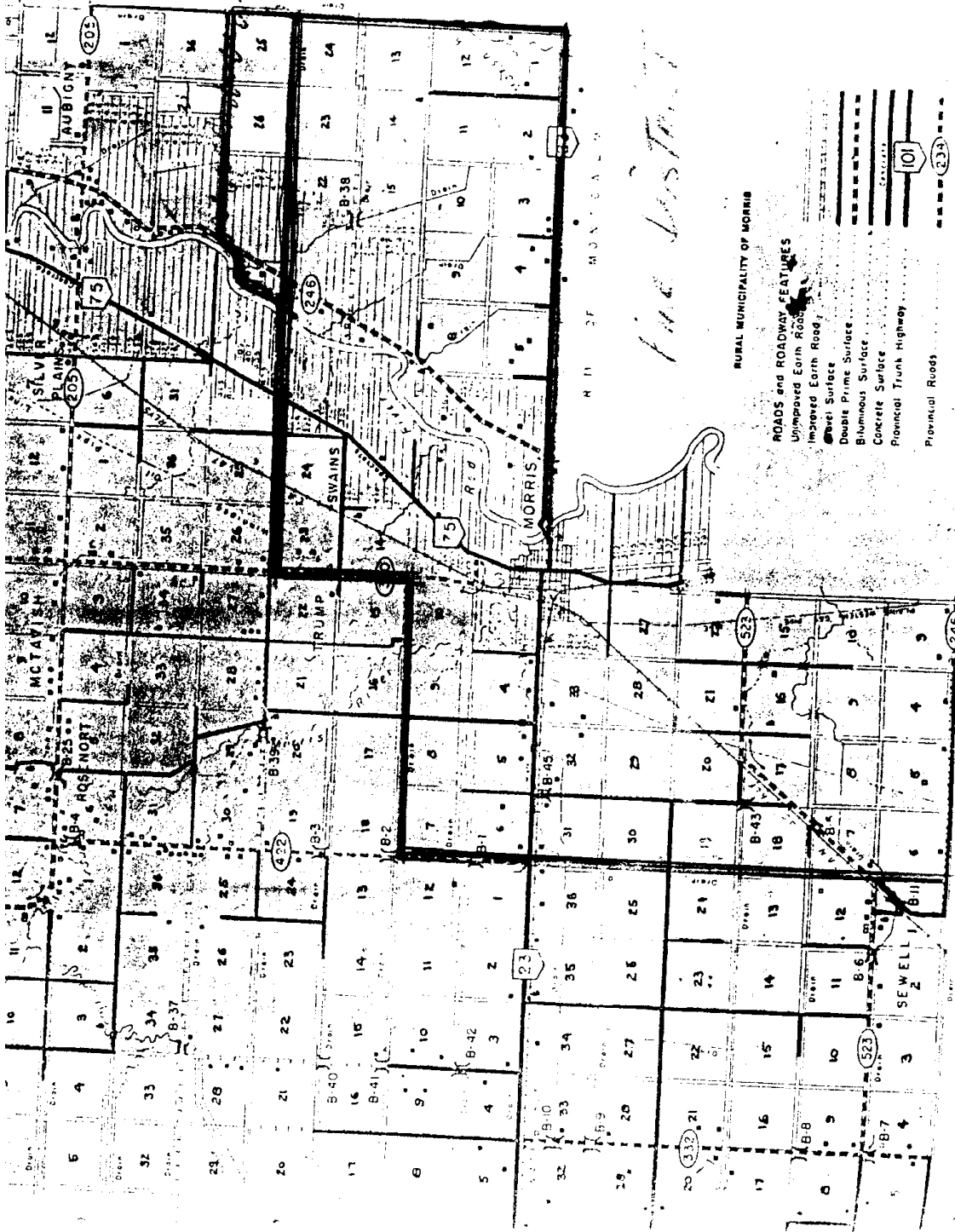
Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15,  
22, 23 and 24 (as described) in the 5th Township and  
2nd Range, East.

River Lots 299 to 399, both inclusive, (odd numbers only)  
of the Parish of Ste. Agathe, in Manitoba, (not including  
those located within the limits of the Town of Morris.)

River Lots 338 to 400, both inclusive, (even numbers only)  
of the Parish of Ste. Agathe, in Manitoba.

SCHEDULE

A-2



RGE 2E

R.M. OF MORRIS  
RGE 1E

RGE 1W

