

By-Law No. 972

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT UNDER SECTION 15 OF THE CIVIL DEFENCE ACT.

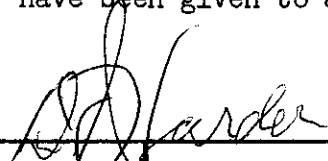
WHEREAS Council of the RURAL MUNICIPALITY OF MORRIS deems it expedient to enter into an agreement under Section 15 of the Civil Defence Act with
The Town of Morris,
The Rural Municipality of MacDonald,
The Rural Municipality of Ritchot, and
The Rural Municipality of Montcalm.

NOW THEREFORE, BE IT ENACTED AS FOLLOWS:


1. The Reeve and the Secretary-Treasurer of the Rural Municipality of Morris are hereby authorized and directed to execute an agreement in the form attached hereto and marked as Schedule "A" to this By-law as it may be from time to time amended.

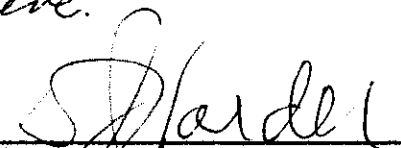
READ a first time this 11 day of *April* A.D. 1968 .
READ a second time this 11 day of *April* A.D. 1968 .

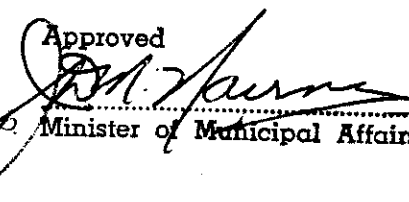
Certified that first and second readings have been given to above on dates shown.


Secretary-Treasurer

READ a third time and having received the unanimous affirmative vote of the members of council was finally passed this _____ day of _____ A.D. 196 .


Reeve.


Secretary-Treasurer

Approved

Minister of Municipal Affairs.

~~Approved~~

~~Provincial Secretary~~

AGREEMENT PURSUANT TO SECTION 15 OF THE CIVIL DEFENCE ACT

DATED June 26th A.D. 1967

BETWEEN: The Town of Morris;
 - and -
 The Rural Municipality of Morris;
 - and -
 The Rural Municipality of MacDonald;
 - and -
 The Rural Municipality of Ritchot;
 - and -
 The Rural Municipality of Montcalm

WHEREAS the several municipalities above-mentioned deem it expedient to enter into an agreement pursuant to Section 15 of The Civil Defence Act for the purpose of exercising the powers conferred upon them by Section 8 of the said Act and outlining a general plan dealing with matters of civil disaster or war emergency, or both, within the said municipalities;

AND WHEREAS by virtue of the Federal Emergency Measures Financial Assistance Programme, the Federal and Provincial Governments will assist in the costs of such a programme, where it is deemed in the best interests of Emergency Measures, by accepting responsibility for a total of 90% (Federal 75%, Provincial 15%) of approved projects (other than certain specified items of operational equipment with a peacetime use and the Manitoba Provincial Revenue Tax on applicable items towards which no Federal contribution will be made);

AND WHEREAS the parties of this Agreement intend to establish an organization of the type contemplated in Section 8 of the said The Civil Defence Act and to apply to the Federal and Provincial Governments for financial assistance in connection with their programme;

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

1. The parties hereto mutually covenant and agree to enact by-laws pursuant to Section 8 of the Civil Defence Act for the purpose of establishing an Emergency Measures Committee and adopting the plan herein outlined;
2. The parties agree that the Town of Morris be and it is hereby designated as the Emergency Centre of the Emergency Measures area comprised of the party municipalities. An Emergency Measures Controller will be appointed jointly by the parties hereto to set up a headquarters in the Emergency Centre and to work under the direction of the Emergency Measures Committee under the supervision of the Manitoba Emergency Measures Co-ordinator;

3. The Emergency Measures Controller aforesaid will be charged with the responsibility of working under the direction of the aforesaid Emergency Measures Committee and any related sub-committees authorized by the parties hereto, with the objective of carrying out all reasonable preparatory steps designated to ensure, in the event of civil disaster or war emergency, that:

- (a) Essential departments of municipal government are able to make the most effective use of their personnel and resources;
- (b) Measures to ensure the survival and rehabilitation of the maximum numbers of the population be implemented without delay;
- (c) The security of essential records be preserved; and
- (d) The maintenance of law and order be provided for, and in addition, such other essential services as firefighting, restoration of utility services, emergency health and welfare services, and such additional emergency functions as the situation might require.

4. All expenses incidental to the implementation of this Agreement shall be paid in the first instance by the Town of Morris, the residual cost, after deducting all financial assistance relative thereto received by the Town of Morris from the Federal and Provincial Governments to be shared between the parties in the proportions hereinafter specified;

5. Each party hereto shall calculate and contribute its share of the residual cost of this programme on the basis of the ratio of its Equalized Assessment to the total Equalized Assessment of all the party municipalities.

SCHEDULE "A"

- 3 -

IN WITNESS WHEREOF the parties hereto have each caused their corporate seals to be affixed, attested by the hands of their proper officers in that behalf.

A. B. Hobbs

Mayor of the Town of Morris

[Signature]

Secretary-Treasurer

[Signature]

Reeve of the R.M. of Morris

[Signature]

Secretary-Treasurer

[Signature]

Reeve of the R.M. of MacDonald

[Signature]

Secretary-Treasurer

[Signature]

Reeve of the R.M. of Ritchot

[Signature]

Secretary-Treasurer

[Signature]

Reeve of the R.M. of Montcalm

[Signature]

Secretary-Treasurer