

THE RURAL MUNICIPALITY OF REYNOLDS

BY-LAW NO. 6/02

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF REYNOLDS
TO AUTHORIZE THE ENTERING INTO OF AN AGREEMENT
WITH THE RURAL MUNICIPALITY OF WHITEMOUTH TO
CONSTRUCT AND MAINTAIN A DRAIN IN SW 2-10-12EPM

WHEREAS Part 9, Division 7, Section 295(3)) of the Municipal Act provides in part as follows:

295(3) A municipality may request another municipality to enter into an agreement to construct or maintain or to share the costs of constructing or maintaining a municipal road, bridge or drain that crosses or runs along their boundaries or is located within either of their boundaries.

AND WHEREAS it is expedient that an agreement be entered into with the Rural Municipality of Whitemouth to construct and maintain a drain in SW 2-10-12EPM;

AND WHEREAS the terms of the agreement have been negotiated and are contained in the agreement attached hereto as Schedule "A";


NOW THEREFORE the Council of the Rural Municipality of Reynolds enacts as follows:

1. That the entering into of the agreement attached hereto as Schedule "A" is hereby approved and authorized.
2. THAT the Reeve and the Chief Administrative Officer of The Rural Municipality of Reynolds be and are hereby authorized and empowered to sign the Agreement and affix thereto the seal of the Municipality.

DONE AND PASSED as a By-law of the Rural Municipality of Reynolds at Hadashville, Manitoba this 22nd day of May , 2002.

THE RURAL MUNICIPALITY OF REYNOLDS


Walter Panych, Reeve


Jeanne Kozak
Chief Administrative Officer

Read a first time this 8th day of May, 2002
Read a second time this 8th day of May, 2002
Read a third time this 22nd day of May , 2002

THE RURAL MUNICIPALITY OF REYNOLDS

P.O. Box 46
Hadashville, Manitoba ROE OXO

Telephone: 204-426-5305
Fax: 204-426-5552

E-mail: rmreynol@mb.sympatico.ca
Website: www.rmofreynolds.com

May 24, 2002

Mrs. Rita Bell, CAO
R. M. of Whitemouth
Box 248
Whitemouth, Manitoba
ROE 2G0

Dear Rita:

**Re: Drain Agreement between
RM of Whitemouth & RM of Reynolds**

We enclose herewith five copies of the Drain Agreement. Once executed, please send all five copies to our solicitor at the following address.

Mr. Gerald Hawranik
Hawranik Weipert
Barristers & Solicitors
Box 880
Beausejour, Manitoba ROE OCO

Once Mr. Hawranik receives the signed Drain Agreement from you, he will prepare the other necessary documents for you as follows:

1. Resolution to purchase land from Broek for the Drain
2. Bylaw for registering the drain at Land Titles Office

The RM of Reynolds will send the monies directly to Mr. Hawranik for the purchase of the land from Broek.

If you have any questions, please contact the undersigned or Mr. Hawranik at (204) 268-6302.

Yours truly,

(Mrs.) Jeanne Kozak, CMMA
Chief Administrative Officer
jk
Encls.

INTER-MUNICIPAL DRAIN AGREEMENT

BETWEEN:

THE RURAL MUNICIPALITY OF WHITEMOUTH

("Whitemouth")

- and -

THE RURAL MUNICIPALITY OF REYNOLDS

("Reynolds")

WHEREAS:

- A. The drain which is shown on a Plan of Drain across part of SW 1/4 2-10-12 EPM as prepared by Alexander Wilson Philips, MLS, sworn to on January 28, 2002 and deposited in the Winnipeg Land Titles Office as Deposit No. 1156/2001, lies wholly within Whitemouth; and
- B. Reynolds has requested Whitemouth to enter into an agreement to construct and maintain the drain and Whitemouth has agreed and wishes to transfer sole responsibility for the construction and maintenance of the drain to Reynolds; and
- C. Section 295(3) of The Municipal Act provides for such agreements between municipalities concerning the construction and maintenance of drains and the costs of doing so.

NOW THEREFORE WHITEMOUTH AND REYNOLDS AGREE AS FOLLOWS:

- 1. The drain affected by this agreement is that drain shown on a Plan of Drain across part of SW 1/4 2-10-12 EPM as prepared by Alexander Wilson Philips, MLS, sworn to on January 28, 2002 and deposited in the Winnipeg Land Titles Office as Deposit No. 1156/2001, lying to the north of the Government Road Allowance. It is referred to as "the drain" in this Agreement.
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- 2. Reynolds shall be solely responsible for the construction, maintenance and repair of the drain and shall be solely responsible for all costs in connection with these matters. Decisions as to the performance of these operations and the standard of which they are performed are entirely within the discretion of Reynolds.
- 3. Reynolds shall assume liability for all loss or damage in respect of the drain that Whitemouth would otherwise be responsible for under *The Municipal Act*, other legislation or the common law. Reynolds shall indemnify Whitemouth against all claims of any kind arising out of anything for which Reynolds is responsible under this Agreement, plus all costs and expenses arising by reason of any such claim, including legal costs on a solicitor and own client basis.
- 4. Reynolds shall ensure that its comprehensive public liability insurance covers the drain and names Whitemouth as an additional insured. Reynolds shall provide Whitemouth with a Certificate of Insurance to this effect by January 15 in each year.

IN WITNESS WHEREOF, Whitemouth and Reynolds have executed this Agreement on the date(s) noted below:

THE RURAL MUNICIPALITY OF WHITEMOUTH

Date

Reeve

Date

Chief Administrative Officer

THE RURAL MUNICIPALITY OF REYNOLDS

May 22, 2002
Date



Reeve

May 22, 2002
Date



Chief Administrative Officer