

**RURAL MUNICIPALITY OF DUFFERIN NO.190**  
**BYLAW NO. 7-2002**

**A Bylaw of the Rural Municipality of Dufferin No. 190 to provide for entering into an agreement respecting the provision of Emergency Planning services pursuant to section 254 and 214.2(2) of The Rural Municipalities Act 1989.**

**COUNCIL OF THE R.M. OF DUFFERIN NO. 190 HEREBY ENACTS AS FOLLOWS:**

- 1. THIS BYLAW SHALL BE KNOWN AS THE EMERGENCY PLANNING SERVICES BYLAW.**
- 2. THE R.M. OF DUFFERIN NO. 190 IS HEREBY AUTHORIZED TO ENTER INTO AN AGREEMENT WITH THE COUNCIL OF THE VILLAGE OF BETHUNE, THE TERMS OF WHICH ARE ATTACHED AND MARKED AS SCHEDULE "A".**
- 3. THE COUNCIL HAS REVIEWED THE CONTENTS OF THE AGREEMENT AND CONSENTS TO ITS TERMS.**

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**REEVE**

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**ADMINISTRATOR**

**Certified a true copy of bylaw No. 2-2002  
Adopted by Council of the R.M. of Dufferin  
No. 190 this 10 th. Day of May 2002.**

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**ADMINISTRATOR**

**SCHEDULE "A" TO BYLAW NO. 5/02**

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**This agreement made this 7<sup>th</sup> day of May 2002**

**BETWEEN**

**The Rural Municipality of Dufferin No. 190**

**AND**

**The Village of Bethune**

**WHEREAS it has been deemed advisable to enter into an agreement for the purposes of providing for a Committee to develop a protocol to deal with Emergencies or disasters occurring within the Municipalities,**

**NOW THEREFORE THIS INDENTURE WITNESSETH THAT:**

**DESIGNATED  
AREA**

**1. Includes all the Village of Bethune and all of the Rural Municipality of Dufferin No. 190 including the Hamlet of North Shore Estates, Valleyview, Kedleston Beach, Highwood Beach and Marion Heights Resorts.**

**ASSOCIATION:**

**2. The parties hereto agree to co-operate in the operation of the BETHUNE AND DISTRICT EMERGENCY PLANNING CONTROL COMMITTEE.**

**COMMITTEE  
CONSTITUTION:**

**3. It is further agreed by the above parties that the Committee shall be made up as follows: Rural Municipality of Dufferin No. 190 – two members, The Village of Bethune – two members, Emergency Control Co-Ordinator and the Deputy Emergency Control Co-Ordinator and that the Members are to be appointed by the Member Municipalities at the First Meeting of each year.**

**QUORUM**

**4. When a Committee meeting is held, all members shall be duly notified at least twenty four hours prior thereto of the time and place of the meeting. A meeting may be held upon shorter notice if all members of the Committee give their consent to such notice before the commencement of the meeting. No meeting shall be held with less than 3 members present.**

**CHAIRMAN,  
SECRETARY:**

**5. The Chairman shall be elected annually by the members of the Bethune and District Emergency Planning Control Committee, at their First meeting of any year and that the secretary/treasurer shall be the R.M. Administrator.**

**PURPOSE:**

6. The Committee shall meet as required, and will be responsible for the following:

- a) Developing a plan which can be enacted in the event of an emergency occurring within the respective municipalities, and which can be adopted by the respective Municipalities pursuant to Section 11 of the Emergency Planning Act.
- b) Preparing a list of resources and manpower and furnish the Emergency Control Group Co-Ordinator with such a list, including telephone numbers of municipal officials, key personnel etc.
- c) making recommendations to the respective Councils on purchase of Equipment ,and any other matters
- d) Providing a Report to the Councils on the operation of the Bethune and District Emergency Planning Control Committee
- e) Creating any other positions as required in the implementation of their plan.

**GENERAL FUNDING:**

7. All costs of operating the Bethune & District Emergency Planning Committee shall be shared equally by the two Councils.

**CAPTIAL FUNDING:**

8. All capital costs of purchasing equipment, vehicles and storage shall be shared as follows:  
R.M. of Dufferin No. 190 - 50%  
Village of Bethune - 50%  
Equipment purchases over \$1,000.00 must be on the recommendation of the Committee, and must have the approval of both Councils prior to any purchases having been made. All Equipment shall be Stored at the Bethune and District Fire Building

**INSURANCE:**

9. That the insurance on the Emergency Planning Equipment be added to the Village of Bethune Insurance policy.

**ACCOUNTING:**

10. The R.M. of Dufferin No. 190 Administrator will administer the Emergency Planning Committee accounts on a yearly basis. Statements of Invoices shall be submitted to the Village of Bethune & Rural Municipality. Financial statements if requested will be provided to the Committee.

**AGREEMENT REVIEW**

11. It is agreed that this agreement shall be reviewed every five years.

**MUTUAL  
AGREEMENT  
TERMINATION:**

12. In the event there is a mutual agreement between the R.M. of Dufferin No. 190 and the Village of Bethune to terminate this agreement and dissolve the Committee, all equipment and supplies jointly owned shall be sold and the proceeds thereof shall be divided equally between the two parties.

**AGREEMENT  
TERMINATION:**

13. In the event that either the R.M. of Dufferin No. 190 or the Village of Bethune wishes to terminate this agreement they may do so by giving written notice of such termination to the other party one year in advance of the date in which such termination is to become effective. In the event of such termination of the agreement the fair market value of all equipment and supplies that are jointly owned shall be determined and the party to whom the notice is given shall have the first right to purchase the share of the other party at one-half of the market value so determined.

**S E A L**

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**REEVE**

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**ADMINISTRATOR**

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**MAYOR**

**S E A L**

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**CLERK**