

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 610/13

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH NO LIMITS INTERNET SOLUTIONS INC. TO PROVIDE INTERNET ACCESS FOR MUNICIPAL BUILDINGS

WHEREAS Section 250(2) of Part 8, Division 1 of The Municipal Act provides in part as follows:

250(2) Without limiting the generality of subsection (1), a municipality may for municipal purposes do the following:

- (d) enter into agreements with a person, with an agency of the Government of Manitoba or the Government of Canada, or with another municipality, including a municipality in another province, to do with or on behalf of the municipality anything the municipality has the power to do within the municipality;

AND WHEREAS it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with No Limits Internet Solutions Inc. to provide Internet Access for Municipal Buildings;

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

NOW THEREFORE BE IT AND IT IS HEREBY ENACTED that the Council of The Rural Municipality of Whitemouth, duly assembled, enact as follows:

1. **THAT** the entering into the proposed 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 Whitemouth are hereby authorized and instructed to execute the agreement, as set out in Schedule "A" attached hereto, for and on behalf of the Municipality.

DONE AND PASSED by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 10th day of July, AD., 2013.


Reeve


Chief Administrative Officer

Read a first time this 26th day of June, AD., 2013
Read a second time this 26th day of June, AD., 2013
Read a third time this 10th day of July, AD., 2013

SERVICE EXCHANGE AGREEMENT

THIS AGREEMENT made in duplicate this 8th day of January 2013.

BETWEEN

**NO LIMITS INTERNET SOLUTIONS
(hereinafter referred to as "NLIS")**

- and -

**THE RURAL MUNICIPALITY OF WHITEMOUTH
(hereinafter referred to as "the Municipality")**

WHEREAS the purpose of this agreement is to recognize the exchange of mutually beneficial services between the Municipality and NLIS.

NOW THEREFORE the Municipality will allow NLIS to attach wireless internet antennas and enclosures to its communication towers located at the Municipal Fire Hall in the Town of Whitemouth, at the Municipal Administration Office and at the Water Treatment Plant in Seven Sisters at no charge. In return, NLIS will provide high speed internet service at no charge to the municipal buildings as follows:

- 1.) ~~Municipal Office and Public Works Shop (Pending)~~ *ES AA*
- 2.) Municipal Fire Hall
- 3.) Seven Sisters Water Treatment Plant

AND there will be no additional costs to either party during the term of this agreement.

AND power to the equipment shall be provided by the Municipality at no charge to NLIS.

AND the term of the agreement will be for 10 years from the date of signing. Renewal of agreement shall be assumed unless notice is received by either party.

AND the agreement can be cancelled by either party with one year notification. Subject to notice of cancellation, NLIS shall remove all equipment and leave municipal property in good condition, and service to the Municipality shall discontinue.

AND access, to the NLIS equipment that is to be installed on and near towers, be granted when required at any time during the term of this contract.

AND the equipment installed shall be in good repair and is to remain property of NLIS and will be insured by NLIS.

AND equipment to be installed and maintained by NLIS as stated in Schedule "A"

IN WITNESS WHEREOF, the parties have executed this agreement this day of , 2013.

H. B. Taylor

Witness

H. B. Taylor

Witness

[Signature]

[Signature]

The Rural Municipality of Whitemouth

Allen K. [Signature]

Reeve

[Signature]

Chief Administrative Officer

THE RURAL MUNICIPALITY OF WHITEMOUTH

SCHEDULE "A" TO BY-LAW No. 610/13

Maximum equipment to be installed and maintained by NLIS:

Seven Sisters Water Plant:

2 - 1 foot panel antennas approximately 60 feet or lower

2 - 2 foot dishes below 80 feet

1 - 3 foot dish above 80 feet

4 distribution sectors at various heights

Fire Hall

2 - 2 foot dishes above 60 feet

2 - 1 foot panels 30 feet and

4 distribution panels above 60 feet

Rural Municipal Office

2 - 1 foot panels 30 feet

4 distribution panels - tower top

Heights and directions are approximate. In all cases, tower and loading will be considered for before any antennas are put into service.