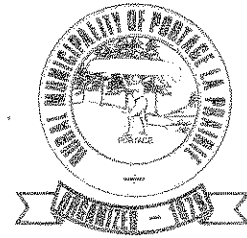




The City of Portage la Prairie  
97 Saskatchewan Avenue E.  
Portage la Prairie, MB  
R1N 0L8



The Rural Municipality  
of Portage la Prairie  
35 Tupper St. South  
Portage la Prairie, MB  
R1N 1W7

February 17, 2005

Association of Manitoba Municipalities  
1910 Saskatchewan Avenue W.  
Portage la Prairie, MB  
R1N 0P1

Dear Sir:

**Re: Municipal Innovation Awards Program**

On behalf of the Councils of both the City and Rural Municipality of Portage la Prairie, we are pleased to submit our application for the Municipal Innovation Awards Program.

The City and Rural Municipality of Portage la Prairie embarked on our tax-sharing venture after much discussion and research. As a result of the agreement signed in December of 2000, both municipalities have benefited. In addition to the financial advantages of the joint undertaking, the City and Rural Municipality have also achieved an improved working relationship.

Sincerely

Ian A. MacKenzie  
Mayor  
City of Portage la Prairie

James A. Knight  
Reeve  
Rural Municipality of Portage la Prairie

# Municipal Innovation Awards Program

## Submission Guidelines



**SUBMISSION DEADLINE: FEBRUARY 18/05**

### How to Apply:

1. Complete the submission form, including a description of your municipal innovation. **Joint submissions for innovations involving more than one municipality should be submitted on a single submission form.**
2. Eligible innovations must have been implemented since January 1<sup>st</sup>, 2000.
3. The description accompanying the submission form should be no more than 5 pages and include:
  - Short summary.
  - Reasons your municipality/municipalities adopted a new way of doing things.
  - Information about any factors that played a role in the implementation of the innovation.
  - Results to date such as cost-savings, enhanced service, new development, etc.
4. Submissions will be judged by a panel against established criteria, including the innovation's complexity and creativity, overall impact, level of community support and use of regional cooperation.
5. Completed submissions can be mailed or faxed to the AMM at:  
  
**1910 Saskatchewan Ave. W  
Portage la Prairie, Manitoba  
R1N 0P1**  
  
**Fax: (204) 856-2370**
6. Award recipients will be formally recognized at the AMM Municipal Officials Seminar and will be presented with an honorary prize. Award recipients will also be entitled to use the designation "Municipal Innovation Award Winner" on all municipal letterhead and publications for the next calendar year.

**Additional information is available by calling the AMM at (204) 857-8666, or at [www.amm.mb.ca](http://www.amm.mb.ca).**

# Municipal Innovation Awards Program

## Submission Form



**SUBMISSION DEADLINE: FEBRUARY 18/05**

The Municipal Innovation Awards Program is an annual AMM-sponsored awards program that recognizes excellence in municipal practices that improve governance, administration, service delivery or intermunicipal cooperation.

### Part 1:

Name of municipality/municipalities: City / RM of Portage la Prairie

Type of municipal innovation (circle type that most describes your innovation):

- Better Municipal Business Practice
- Service Sharing
- Tax Sharing
- Restructuring

Date implemented: December 18, 2000

### Part 2:

Along with this form, please provide a description of no more than 5 pages summarizing the innovation and including information about:

**The reason your municipality/municipalities adopted a new way of doing things:**

- Why did you look for an innovative approach?
- Why did you choose the approach that you did?

**The process used to implement the innovation:**

- How did you plan, build support for, and finally implement the innovation?
- Why did you select the process that you did?

**The impacts of the innovation:**

- What benefits such as cost savings, new economic development, or improved service were realized?
- What makes you the most proud about your innovation?

Contact name(s): Dale Lyle, City Manager

Phone: 239-8336 Email: dlyle@city-plap.com

## **Municipal Innovation Awards Program**

Submission Deadline: February 18, 2005

Application Submitted by:

City of Portage la Prairie & Rural Municipality of Portage la Prairie  
Tax Sharing Agreement

### Part 2:

The City of Portage la Prairie and the RM of Portage la Prairie embarked on an innovative approach to attracting new industry to the Portage la Prairie region. Together, the two municipalities signed a “Commercial and Industrial Development Agreement”, otherwise known as the Tax Sharing Agreement. This agreement essentially made the boundary between the City and the RM disappear in relation to economic development. Together, the two municipalities were able to join forces in attracting new industry to the area. With the globalization of the world economy, the City and the RM realized the need for an innovative and fresh approach to marketing the Portage la Prairie region.

Both the City and the RM agreed that the most beneficial way of pursuing economic development was to work together and explore new ways to do business with one another. With the signing of the Tax Sharing Agreement, both municipalities were in a position to jointly market the benefits of their region and to focus on the mutual strengths of each municipality.

In the past few years the Rural Municipality and the City coordinated service delivery to residents to varying degrees in the areas of fire, water, sewer, solid waste landfill and recreational services. In 1998 the City and the Rural Municipality signed fringe area agreements to provide for some sharing of property taxes on new construction and to supply water and sewer services outside the City. Building on their already successful and cooperative approach to service delivery, the RM and City entered into a comprehensive industrial and commercial tax sharing agreement. This Agreement provided for the Rural Municipality and the City to share all increases in commercial and industrial property taxes on a 60%/40% basis with the host municipality receiving 60%. The Agreement established the groundwork to create a committee comprised of members of both Councils, to draft commercial and industrial marketing policies and to make recommendations to both Councils concerning the development of commercial and industrial properties in the City and RM.

In order to implement this historic agreement a committee was created comprised of the Mayor, Reeve and two Councillors from each Council. This Committee met and drafted the Tax Sharing Agreement that both Councils agreed upon and signed on December 18, 2000.

This Tax Sharing Agreement was the first of its kind in Manitoba and changed the way the City and Rural Municipality do business. This Agreement provided a win-win situation in which the two municipalities were able to attract new industry to the area. It provided the foundation for economic expansion for both the commercial and industrial

base of the municipalities. Together, both municipalities were able to work to provide a strong and vibrant economy for those in the Portage la Prairie region.

The impacts of this innovation to the economic development of the area were seen when the City and RM of Portage la Prairie announced the establishment of a new 120 million-dollar potato processing plant in the Portage la Prairie area. The new potato processing plant created over 230 jobs.

The plant is located on Highway #1, west of the City, in the Rural Municipality of Portage la Prairie. The JR Simplot potato processing plant is supplied with water from the City's Water Treatment Facility and the wastewater is processed through the City's Waste Water Treatment Plant. As part of the first Tax Sharing Agreement in Manitoba, the City and the RM share the property taxes from the JR Simplot Plant.

Not only did this new industry increase jobs and benefit the municipalities through economic growth, it also enabled the City to upgrade both their Water Treatment Plant and their Waste Water Treatment Plant facilities, thus improving the service to the region. Simplot has had a huge and positive impact on the RM and the City of Portage la Prairie.

The City and the Rural Municipality of Portage la Prairie take pride in the fact that this innovative Tax Sharing Agreement was the first of its kind in the Province. It nurtured the relationship between the two municipalities and provided them both with an effective tool in which to market their area.

In closing, the words of Mayor Ian Mackenzie, Reeve Jim Knight and Rick Fisch, Vice President, Special Projects, J. R. Simplot Company, summarize the impact of this historic Tax Sharing Agreement:

*"I feel today we have changed the "A" word, Annexation into the "C" word, Cooperation. We hope that we have brought together various sectors to partner localities that can build lasting relationships that outlive political turmoil, leadership changes and economic hard times."*

*Mayor Ian Mackenzie, City of Portage la Prairie*

*"This Memorandum of Understanding certainly provides the foundation for economic expansion of our commercial and industrial base. We are confident that by working together our Central Region will provide a strong and vibrant economy for our citizens."*

*Reeve Jim Knight, Rural Municipality of Portage la Prairie*

*"The thing I think that impressed Simplot more than anything was the unified approach between the RM, the City and the Province in this common goal of bringing this project to fruition. We haven't seen that kind of support in too many areas."*

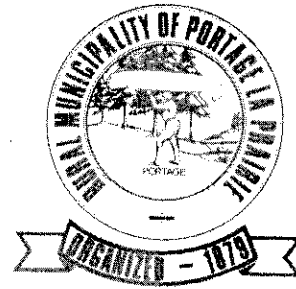
*Rick Fisch, Senior Vice President, J.R. Simplot Company*



## **City of Portage la Prairie**

For further information please contact:

Mayor Ian MacKenzie  
239-8333 or  
Mr. Dale Lyle  
City Manager  
239-8336



## **Rural Municipality of Portage la Prairie**

For further information please contact:

Reeve Jim Knight  
857-6663 or  
Mr. Rick Locke  
Chief Administrative Officer  
857-6663

# **\*\*\* Joint Press Release \*\*\***

The Rural Municipality of Portage la Prairie and the City of Portage la Prairie are pleased to announce the signing of a Memorandum of Understanding to share future property taxes generated from new industrial and commercial growth in both municipalities.

The City and Rural Municipality of Portage la Prairie signed fringe area agreements in 1998 to provide for some sharing of property taxes on new construction and to supply water and sewer services outside the City. The Rural Municipality and City now coordinate service delivery to our residents to varying degrees in the areas of fire, water, sewer, solid waste landfill and recreational services. The two municipalities have continued to explore new and innovative ways to do business over the last few years by building upon a solid foundation of trust and mutual respect for each other.

The Memorandum of Understanding being signed today provides for the City and Rural Municipality to share all increases in commercial and industrial property taxes on a 60%/40% basis with the host municipality receiving 60%. The Memorandum of Understanding establishes the groundwork to create a Committee comprised of members of both Councils to draft commercial and industrial marketing policies and to make recommendations to both Councils concerning the development of commercial and industrial properties in the City and Rural Municipality.

This historic tax sharing agreement is a first in Manitoba and will change the way the City and Rural Municipality do business. Both municipalities are now in a position to jointly market the huge benefits of the Central Plains region and to focus on the mutual strengths of each municipality. The Memorandum of Understanding effectively makes the boundary between the City and Rural Municipality disappear for the purposes of promoting commercial and industrial development for the benefit of everyone in our region.

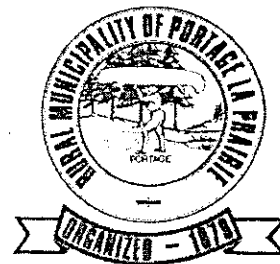
Reeve Jim Knight commented that "This Memorandum of Understanding certainly provides the foundation for economic expansion of our commercial and industrial base. This fine Super 8 facility is an excellent example of our joint cooperation under the fringe area agreements of 1998. We are confident that by working together our Central Region will provide a strong and vibrant economy for our citizens."

Mayor Ian MacKenzie stated that "I feel today we have changed the "A" word, Annexation into the "C" word Cooperation. We hope that we have brought together various sectors to partner localities that can build lasting relationships that outlive political turmoil, leadership changes and economic hard times."



## City of Portage la Prairie

For further information please contact:  
Mr. Ian MacKenzie  
Mayor  
239-8333



## and Rural Municipality of Portage la Prairie

For further information please contact:  
Mr. Jim Knight  
Reeve  
857-6663

# \*\*\* Joint Press Release \*\*\*

The RM and City Councils at a joint meeting on October 24<sup>th</sup> reviewed the status of the J.R. Simplot Company 120 million-dollar potato processing plant. The new potato processing plant will create 230 new jobs, increasing to 350 as market conditions dictate. The plant will be located on the western edge of the City, in the Rural Municipality's Poplar Bluff Industrial Park. The J.R. Simplot plant will be supplied with water from the City's Water Treatment facility, and wastewater will be processed through the City's Waste Water Treatment plant. As part of the first comprehensive property tax sharing agreement in Manitoba, the City and RM will be sharing property taxes from the J.R. Simplot plant.

Work on the Portage la Prairie water plant, planned prior to the new Industry announcement, and being cost shared with the Manitoba Water Services Board, have been fast tracked and the quantity and quality of treated water production is in the process of being increased. At a special meeting held on October 19, 2001, the City awarded a tender valued at \$5.37 million to Arnason Industries for construction of a pretreatment facility, lime sludge drying beds, pump station and piping at the Water Treatment Plant. The \$4.0 million treated water storage facility being constructed at the Water Treatment Plant by Bird Construction is in the final stages of completion and will be operational in November, 2001. The City is proceeding with the detailed design for some other additional facilities at the Water Treatment Plant.

The City's and Simplot's Environmental Impact Assessments have been submitted to Manitoba Conservation and it is anticipated that Clean Environment Commission hearings will occur in November, 2001. Mayor Ian MacKenzie stated "Water and sewer facilities to accommodate the new potato processing facility are being cost shared with J.R. Simplot Company, the Province of Manitoba, the RM and City of Portage la Prairie. The City is working with extremely tight timelines to design, tender and construct the various water and sewer facilities required to accommodate the J.R. Simplot plant. It is imperative that the Clean Environment Commission hearings proceed in November to ensure that we can meet Simplot's timelines for construction."

J.R. Simplot Company plans to start building in the summer of 2002, with the objective of commencing production in early 2003. Reeve Jim Knight commented "The new potato processing facility will create hundreds of jobs in the plant and in the agricultural sector. The Simplot potato plant will have a huge positive impact on the RM, the City and the Province."



## City of Portage la Prairie

For further information please contact:  
Mayor Ian MacKenzie  
City of Portage la Prairie  
(204) 857-4938

Mr. Dale Lyle, City Manager  
City of Portage la Prairie  
(204) 239-8336

## \*\*\* Press Release \*\*\*

From the Mayors Office, City of Portage la Prairie  
Tuesday December 12, 2000

**Portage la Prairie Manitoba:** The City of Portage la Prairie joined today with the Rural Municipality of Portage, the Province of Manitoba and J.R. Simplot Company, in announcing the establishment of a new 120 million-dollar potato processing plant in the Portage la Prairie area.

At a press conference, Mayor Ian MacKenzie announced, "the new Industry will begin with an expected 230 jobs, increasing to 350 as market conditions dictate. The plant will be located on the western edge of the city, in the Rural Municipality of Portage la Prairie. The new Industrial park to be known as Poplar Bluff will be supplied with water from the Portage la Prairie Water Treatment facility, and wastewater will be processed through the city Waste Water Treatment plant", the Mayor said.

Increased potato acreage will supply the plant with raw material with increased irrigation directed by the Province of Manitoba. Premier Gary Doer announced plans for the expansion of water storage and other projects on the Assiniboine River to make it possible for increased potato production.

This new Industrial facility will see an increase in the capacity of the City of Portage la Prairie potable water production and water treatment facility. Work on the Portage la Prairie water plant, planned prior to the new Industry announcement, will be fast tracked and the capacities increased. This will involve an investment of 15.54 million dollars. Tenders will be called immediately for a new reservoir on the city site.

Applications for Environmental hearings are being worked on immediately. The Simplot Company plans to start building in the summer of 2001, with the objective of production in early 2002.

In commenting on the announcement Mayor MacKenzie paid tribute to the cooperation and help from Reeve Jim Knight and the council of the Rural Municipality. "The completion of a tax sharing agreement earlier in the year created a win, win situation in which the two municipalities were able to attract the new plant to this area."



A-00-53

(TAX SHARING AGREEMENT)

Draft # 3 - November 6, 2000

COMMERCIAL AND INDUSTRIAL DEVELOPMENT AGREEMENT

Rev# 333/00

THIS AGREEMENT is made, in duplicate, this 18<sup>th</sup> day of December, 2000.

THE RURAL MUNICIPALITY OF PORTAGE LA PRAIRIE, (the "Municipality"),

OF THE FIRST PART,

- and -

THE CITY OF PORTAGE LA PRAIRIE, (the "City"),

OF THE SECOND PART

WHEREAS the Parties believe that there are significant opportunities to promote and enhance commercial and industrial development and growth in both the Rural Municipality of Portage la Prairie and The City of Portage la Prairie by working together in a co-operative manner;

AND WHEREAS one of the ways in which the Parties wish to work together is to enter into this Agreement which provides for:

- a) a sharing of real and personal property taxes paid or payable to them in excess of a certain base amount in respect of certain types of assessed property located in The Rural Municipality of Portage la Prairie and The City of Portage la Prairie; and
- b) a mechanism for the Municipality and the City to use part of such taxes to provide infrastructure services, such as sewer, water, natural gas, hydro and roads to certain types of property within their respective boundaries;

- 2 -

**AND WHEREAS** Section 259 of The Municipal Act (Manitoba) (the "Act") provides that two (2) or more municipalities may enter into an agreement to share taxes or grants in lieu of taxes paid or payable to them or any of them;

**AND WHEREAS** both the Municipality and the City are municipalities within the meaning of the Act.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the sum of One (\$1.00) Dollar now paid by each of the Parties hereto to the other of them and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

#### **STATEMENTS AND RECITALS**

1. The Statements and Recitals contained in the preamble hereto are true in substance and in fact and form an integral part hereof.

#### **DEFINITIONS**

2. In this Agreement, unless the context specifically indicates otherwise, the following words have the following meanings:
  - a) "Base Assessment" means the portioned final assessment by the Municipality and the City in respect of Property completed in January or February, 2001. For greater certainty, any Property not on the assessment roles in January or February, 2001, but subsequently added to the assessment roles in August or September, 2001, shall not be included in determining the Base Assessment;
  - b) "Base Taxes" means those real and personal property taxes in respect of Property determined by multiplying the Base Assessment by the lowest mill rate of the Municipality and the City applicable to such Property;
  - c) "Joint Committee" means a committee comprised of:
    - i) the Reeve (or in his or her absence, his or her designate from Council) of the Municipality and two (2) of its Councillors appointed by the Municipality; and

- 3 -

- ii) the Mayor of the City (or in his or her absence, his or her designate from Council) and two (2) of its Councillors appointed by the City;  
  
(collectively the "Representatives") to perform those duties as more fully set out in paragraph 6 hereof;
- d) "Property" means all real and personal property not included in the classes set out in Sections 3 to 9 of Regulation 184/98 of The Municipal Assessment Act, CCSM, cM226 located in The Rural Municipality of Portage la Prairie and The City of Portage la Prairie;
- e) "Proponent" means the Municipality and/or the City, as the case may be;
- f) "Services" means the provision of infrastructure services such as sewer, water, natural gas, hydro and roads and the construction of all such works and things as may be necessary to provide such services; and
- g) "Taxes" means all real and personal property taxes (determined by multiplying the portioned assessment for Property by the lowest mill rate of the Municipality and the City applicable to such Property) in respect of Property in any given calendar year in excess of Base Taxes.

### SHARING OF TAXES

3. Subject to paragraph 4 hereof, Taxes shall be shared between the Municipality and the City as follows:
- a) The Municipality shall be entitled to sixty (60%) per cent of the Taxes in respect of Property located within the boundaries of The Rural Municipality of Portage la Prairie and the City shall be entitled to the balance (forty (40%) per cent) of such Taxes;
  - b) The City shall be entitled to sixty (60%) per cent of the Taxes in respect of Property located within the boundaries of The City of Portage la Prairie and the Municipality shall be entitled to the balance (forty (40%) per cent) of such Taxes; and
  - c) Each year, as soon as reasonably possible, the Municipality and the City will invoice each other for Taxes due to each of them from the other pursuant to

- 4 -

this paragraph 3. Notwithstanding the date of the invoice, payment of their respective share of Taxes to the other shall be due and payable to the other no later than October 15<sup>th</sup> of each year.

#### CAPITAL COSTS

4. a) In order to promote and enhance commercial and industrial development and growth in both The Rural Municipality of Portage la Prairie and The City of Portage la Prairie, the Parties agree that, subject to receiving the recommendation of the Joint Committee and the approval of the other Party pursuant to subparagraph 6(d) hereof, the Proponent may do all things as may be necessary to provide Services to part or parts of the Property in accordance with the Proponent's submission and, in order to do so, the Proponent shall be entitled to use Taxes to provide the Services to such part or parts of the Property; and
- b) The entitlement to and the use of Taxes for the purposes set out in subparagraph 4(a) hereof shall be in priority to the sharing of Taxes as set out in paragraph 3 hereof. For greater certainty, when calculating Taxes to be shared in accordance with paragraph 3 hereof, the Parties shall firstly deduct (and set aside, if necessary) that portion of the Taxes used or required pursuant to subparagraph 4(a) hereof.

#### ESTABLISHMENT OF JOINT COMMITTEE

5. a) The Municipality and the City shall each forthwith appoint two (2) of their Councillors as Representatives. Each of the Municipality and the City may replace one or more of their respective Representatives (other than, in the case of the Municipality, the Reeve and, in the case of the City, the Mayor) at any time or times as they shall see fit. A letter from the City Manager of the City and the Chief Administrative Officer of the Municipality shall be sufficient proof of the appointment of their respective Representatives.
- b) The Chief Administrative Office of the Municipality and the City Manager of the City shall ensure that adequate support staff and resources are made available to the Joint Committee at a cost to be shared equally between the Parties or as they shall otherwise agree.

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## DUTIES OF JOINT COMMITTEE

6. The Joint Committee shall have the following duties and such other duties as the Parties may jointly prescribe:
- a) The Joint Committee shall meet at least four (4) times each calendar year and shall also meet at the request of either the Municipality or the City;
  - b) A quorum for a meeting of the Joint Committee shall be a majority of the Representatives and, subject to the approval of the Municipality and the City, the Joint Committee shall be entitled to elect its own Chairman, establish its own rules and procedures and do all such things as may be necessary in order to ensure the efficient operation of the Joint Committee;
  - c) Each Representative shall have one (1) vote on all matters and a decision of the Joint Committee shall require no less than a majority of votes cast for the matter to be approved; and
  - d) Upon written submission by a Proponent, the Joint Committee shall meet and determine whether, on the merits of the submission, it believes the submission qualifies for a sharing of Taxes under this Agreement and, if so, the Joint Committee shall recommend such submission to both the Municipality and the City or their respective economic development agencies or the appropriate department within the Municipality or the City charged with the responsibility for promotion and enhancement of economic development. The Proponent may, subject to the recommendation aforesaid and the approval of the other Party hereto, proceed to provide the Services to part or parts of the Property in accordance with the submission. In doing so, the Proponent shall be entitled to use Taxes to cover the cost of providing the Services.

## RESOLUTION OF DISPUTES

7. If the Joint Committee cannot agree on a matter, the matter shall be referred to the Councils of the Municipality and the City for review and determination. The Municipality and the City agree to convene a joint meeting of their respective Councils to review and determine the matter. If the joint meeting of the Councils cannot determine the matter, either Party may refer the matter to arbitration as provided in paragraph 8 hereof.

- 6 -

8. If, at any time during the term hereof, any dispute, difference or question shall arise between the Municipality and the City touching matters not specifically provided for herein, or any issue shall arise touching the construction, meaning or effect of this Agreement or anything herein contained, or the rights or liabilities of the Parties under this Agreement, then every such dispute, difference or question shall be referred to a single arbitrator, if the Parties can agree upon one. Otherwise, the matter shall be referred to a Board of three (3) Arbitrators, one to be appointed by each Party and the third to be appointed by the first two named Arbitrators in writing, before they enter upon the business of the reference. If either of the Party shall refuse or neglect to appoint an Arbitrator (the "Non-Appointing Party") within ten (10) days after the other Party shall have appointed an Arbitrator (the "Appointing Party"), and the Appointing Party shall have served a written notice upon the Non-Appointing Party requiring the Non-Appointing Party to make such appointment, and the Non-Appointing Party fails to make such appointment with five (5) days of receipt of such notice, then Arbitrator first appointed shall, at the request of the Appointing Party, proceed to hear and determine the matter at issue as if he or she were a single Arbitrator appointed by both Parties for that purpose. The award or determination which shall be made by the said Arbitrator, the Arbitrators or the majority of them, shall be final and binding upon the Parties hereto and their respective successors and permitted assigns. In the event that the first two named Arbitrators are unable to agree upon a third within seven (7) days after the appointment the last, that on motion of either Arbitrator to any Judge of the Court of Queen's Bench in Manitoba, such Judge shall be entitled to name the third Arbitrator, whose appointment shall be final and binding upon the Parties. In all respects, subject to the terms of this Agreement, The Arbitration Act (Manitoba) and amendments thereto shall govern such proceedings and the Arbitrator or Arbitrators shall be entitled to fix and apportion liability for the costs of the Arbitration.

## TERM

9. The Parties recognize and agree that by entering into this Agreement, they are irrevocably committing to a course of action which may be very difficult, if not impossible, to unwind. Therefore, this Agreement shall continue and remain in full force and effect for the benefit of both Parties until such time as they mutually agree to terminate this Agreement.

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**NOTICE**

10. a) Any Notice to be served on either of the Parties by the other shall be personally served, or shall be sent by prepaid recorded delivery or registered mail or facsimile at the following addresses or numbers:

Rural Municipality of Portage la Prairie:

Address: 35 Tupper Street South  
Portage la Prairie, Manitoba  
R1N 1W7

Attention: Chief Administrative Officer

Facsimile Number: (204) 239 - 0069

The City of Portage la Prairie:

Address: 97 Saskatchewan Avenue East  
Portage la Prairie, Manitoba  
R1N 0L8

Attention: City Manager

Facsimile No. (204) 239 - 1532

- b) Notice provided in accordance with paragraph 10(a) shall be deemed to have been received by the addressee Party immediately upon personal delivery, or three (3) business days after mailing, or one (1) day after facsimile transmission, provided that such facsimile transmission is received on a business day, otherwise on the next business day. In the event of a threatened or actual postal strike or disruption, all notice shall be served personally or by facsimile transmission.

**GOVERNING LAW**

11. This Agreement shall be governed by and interpreted in accordance with the laws of

the Province of Manitoba and the Parties irrevocably attorn to the jurisdiction of the Courts of the Province of Manitoba.

**FURTHER DOCUMENTS**

- 12. The Parties agree that each of them shall, upon the reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatsoever for the better performance of the terms and conditions of this Agreement.

**ENUREMENT/TIME OF THE ESSENCE**

- 13. This Agreement shall enure to benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Time shall be of the essence hereof.

**IN WITNESS WHEREOF**, the Parties hereto have executed these presences as of the day and year first above written.

**THE RURAL MUNICIPALITY OF PORTAGE LA PRAIRIE**

Per: James A. Knight

Per: [Signature]

**THE CITY OF PORTAGE LA PRAIRIE**

Per: [Signature]

Per: Margaret Loewen