

THE RURAL MUNICIPALITY OF MORRIS

By-Law No. 1243/82

Being a By-law of The Rural Municipality of Morris to authorize the entering into of an agreement with The Rural Municipalities of Macdonald and Ritchot to establish a joint community centre district and the levying of a tax on certain lands to meet a portion of the capital cost of the Ste. Agathe Arena.

WHEREAS the Council of The Rural Municipality of Morris is of the opinion that a joint community centre district should be established by agreement with The Rural Municipality of Macdonald and The Rural Municipality of Ritchot which would assume responsibility for the Ste. Agathe Arena;

AND WHEREAS it will be necessary for the Municipality to contribute annually a fixed proportion of the debt incurred by The Rural Municipality of Ritchot in the construction of the Ste. Agathe Arena and in the establishment of the joint community centre district;

AND WHEREAS the consecutive annual amounts required to be raised each year for 20 years, as hereinafter provided, for paying the Municipality's proportion of the debt are the amounts set out in Schedule "B" hereto;

AND WHEREAS the assessed value of the whole taxable property of The Rural Municipality of Morris, according to the last revised assessment roll, is \$15,523,070.00.

AND WHEREAS the assessed value of the land described hereinafter, which is taxable under this by-law, according to the last revised assessment roll, is \$280,270.00;

AND WHEREAS the conditions prescribed in Section 457 of The Municipal Act have been complied with;

NOW THEREFORE the Council of The Rural Municipality of Morris, duly assembled, enacts as follows:

1. THAT The Rural Municipality of Morris proceed to execute the agreement with The Rural Municipality of Macdonald and The Rural Municipality of Ritchot which is shown as Schedule "A" to this By-law.
2. THAT in accordance with the said agreement the Municipality pay to The Rural Municipality of Ritchot, on or before the 15th day of November in the year 1983 and thereafter during the currency of the debentures issued by the said Rural Municipality of Ritchot, 7.65% of the amount required to pay the principal and interest for the said debentures, as set out in Schedule "B" hereto.
3. THAT during the currency of the said debentures, namely, in each of the years 1983 to 2002, both inclusive, there shall be raised annually by special rate on all the rateable property described as follows:

River Lots 493, 495, 497, 499, 501, 503, and 505 to 528 inclusive, of the Parish of Ste. Agathe, and the North Halves of Sections 32 and 33 in Township 6 and Range 2 East

an amount sufficient to meet such payments.

DONE AND PASSED by the Council of The Rural Municipality of Morris, assembled at Morris, in Manitoba, this 21 day of April A. D. 1983.

Alvin Rempel
Reeve

[Signature]
Secretary-Treasurer

Read a first time this 10 day of November A. D. 1982.
Read a second time this 21 day of April A. D. 1983.
Read a third time this 21 day of April A. D. 1983.

[Handwritten signature and notes]

CERTIFIED A TRUE AND CORRECT COPY OF THE ORIGINAL.
[Signature]
Secretary-Treasurer

THE MUNICIPAL BOARD OF MANITOBA
WINNIPEG, MANITOBA

MANITOBA)
THE MUNICIPAL BOARD) Order No. F 58/83
ACT)
March 10, 1983

**THE RURAL MUNICIPALITY OF MORRIS BY-LAW NO. 1243/82
ESTABLISH JOINT COMMUNITY CENTRE DISTRICT
AND VALIDATION OF IRREGULARITY**

WHEREAS The Rural Municipality of Morris, has made application to The Municipal Board for authorization of its By-law No. 1243/82, copy of which is filed herewith and identified by the Board's authorization stamp thereon with the number of this Order;

AND WHEREAS, in the proceedings leading up to the said application, The Rural Municipality of Morris did inadvertently omit to comply completely with the requirements of Section 622 of The Municipal Act, in that first reading of the said By-law, as required by clause (c) of subsection 457(5) of The Municipal Act, was undertaken erroneously on a date earlier than the date advertised for the council hearing on the matter in question;

AND WHEREAS The Municipal Board is in receipt of an affidavit of the Secretary-Treasurer of The Rural Municipality of Morris declaring that all other requirements of The Municipal Act with respect to the said application have been observed;

AND WHEREAS The Rural Municipality of Morris has made application to the Board for validation of the proceedings taken in respect to said By-law No. 1243/82;

AND WHEREAS the Board has enquired into the matter, and is satisfied that said By-law No. 1243/82 of The Rural Municipality of Morris would be lawful except for the said irregularity, and that no person is, or will likely be, injuriously affected thereby;

THEREFORE IT IS ORDERED:

1. THAT pursuant to the provisions of Section 86 of The Municipal Board Act, By-law No. 1243/82 of The Rural Municipality of Morris BE AND THE SAME IS HEREBY VALIDATED for all purposes.

THE MUNICIPAL BOARD OF MANITOBA
WINNIPEG, MANITOBA

- 2 -

Order No. F 58/83

March 10, 1983

2. THAT pursuant to the provisions of Section 433 of The Municipal Act, By-law No. 1243/82 of The Rural Municipality of Morris, being a by-law to provide for the said Rural Municipality of Morris to enter into an agreement with The Rural Municipality of Ritchot and The Rural Municipality of Macdonald to establish a joint community centre district as set out therein, and to levy a tax on certain lands, as described therein, to raise the amount necessary to pay the equivalent of 7.65% of the amount required by The Rural Municipality of Ritchot for principal and interest on debenture debt for the Ste. Agathe Arena, IS HEREBY AUTHORIZED.

Fee payable upon this Order:

Filing Fee	-	\$20.00
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THE MUNICIPAL BOARD,

"J. Achim"

Chairman.

"R.G. Clarke"
Secretary.

CERTIFIED a true copy of Order No. F 58/83
issued by The Municipal Board.


Secretary.

Schedule "A" to By-law No. 1243/82

Dated the _____ day of _____, 1982

BETWEEN:

THE RURAL MUNICIPALITY OF MACDONALD
(hereinafter called "Macdonald"),
of the First

- and -

THE RURAL MUNICIPALITY OF MORRIS
(hereinafter called "Morris"),
of the Second

- and -

THE RURAL MUNICIPALITY OF RITCHOT
(hereinafter called "Ritchot"),
of the Third

AGREEMENT

APPLEBY, HEDLEY & McCANDLESS
Barristers and Solicitors
340 - 125 Garry Street
Winnipeg, Manitoba
R3C 3P2

Michael W. McCandless
949-0380

This Agreement made in triplicate this day of , 1982.

BETWEEN:

THE RURAL MUNICIPALITY OF MacDONALD
(hereinafter called "Macdonald"),
of the First Part,

- and -

THE RURAL MUNICIPALITY OF MORRIS
(hereinafter called "Morris"),
of the Second Part,

- and -

THE RURAL MUNICIPALITY OF RITCHOT
(hereinafter called "Ritchot"),
of the Third Part.

Witnesses as follows:

WHEREAS Section 433 of The Municipal Act provides that the councils of two or more adjoining or neighbouring municipalities may establish a joint community centre district;

AND WHEREAS Ritchot constructed an indoor skating rink at the Community of Ste. Agathe;

AND WHEREAS Macdonald and Morris are desirous of establishing a joint community centre district with Ritchot comprising certain lands within the municipalities;

NOW THEREFORE, in consideration of the mutual covenants hereinafter

contained it is mutually agreed between the parties hereto as follows:

1. That a joint community centre district is hereby established to be known as the Ste. Agathe Joint Community Centre District comprised of the following lands:

(a) In Macdonald:

The South Half of Section 6, Sections 10 and 14, the North-east Quarter of Section 15, the South Half of Section 22, the South Half and the North-east Quarter of Section 23, the North-west Quarter of Section 24, Section 25, and the South Half of Section 26, all in Township 7 and Range 2 East.

(b) In Morris:

River Lots 493, 495, 497, 499, 501, 503, and 505 to 528 inclusive, of the Parish of Ste. Agathe, and the North Halves of Sections 32 and 33 in Township 6 and Range 2 East;

(c) In Ritchot:

(i) Zone 1: River Lots 530 to 586, Parish of Ste. Agathe; That portion of River Lot 588 of the said Parish lying West of the Main Highway; River Lots 529 to 635 of the said Parish; and Section 3, 4, 5, 9, 10 and 15-7-3 East;

Zone 2: The Village of Ste. Agathe, bounded as follows: On the West, by the Eastern limit of the land taken for Provincial Trunk Highway No. 75; On the East, by the Red River; On the North by the Northern limit of River Lot 571, Parish of Ste. Agathe; and On the South, by the Southern limit of River Lot 563 of the said Parish lying East of the Eastern limit of Main Street as shown on Plan 3760, Winnipeg

Land Titles Office, and by a line drawn North of the Southern limit of River Lot 561 and 30 feet in perpendicular distance therefrom from the Western limit of Main Street to the Eastern limit of the land taken for Provincial Trunk Highway No. 75;

2. That the Ste. Agathe Joint Community Centre District shall assume responsibility for the indoor skating rink at Ste. Agathe which was constructed under the authority of By-law No. 27/75 of Ritchot.

3. That, subject to The Municipal Act, Ritchot shall borrow the sum of \$27,000.00 to meet the overexpenditure on the construction of the said rink and expenses incidental to the establishment of the joint community centre district, and issue debentures as security therefor.

4. That Macdonald and Morris shall, in the manner hereinafter set out, assume a share of the repayments of debt incurred by Ritchot under its By-law No. 27/75 and under the by-law which creates the additional debt of \$27,000.00.

5. (1) That responsibility for the debt shall be apportioned among the parties as follows:

- (a) $\frac{1}{2}$ by Zone 2 of Ritchot; and
- (b) $\frac{1}{2}$ by Macdonald, Morris and Zone 1 of Ritchot.

(2) That the $\frac{1}{2}$ of the debt apportioned to Macdonald, Morris, and Zone 1 of Ritchot shall be apportioned among the parties as follows:

- (a) 11.2% by Macdonald;
- (b) 15.3% by Morris; and
- (c) 73.5% by Zone 1 of Ritchot.

6. Macdonald and Morris shall in each year during the currency of the debentures issued by Ritchot raise by special rate on the properties described in Section 1 hereof sums sufficient to pay their respective shares as set out in Section 5 hereof, and pay such sums to Ritchot on or before the 15th day of November.

7. That a joint community centre district board to be known as the Ste. Agathe Joint Community Centre District Board is hereby created and established and such Board shall consist of one member of Council from Macdonald and one resident of Macdonald, and one member of Council from Morris and one resident of Morris, and one member of Council from Ritchot and one resident of Ritchot; all appointments of which shall be on an annual basis by each of the respective parties hereto. Notice of appointment shall be served on each appointed municipality by the other party subsequent to the first meeting of Council in each year or at such other time as members may be appointed. The members of the Ste. Agathe Joint Community Centre District Board shall from amongst their number appoint a Chairman who shall be entitled to an additional tiebreaking vote to determine any matters. The procedures relating to the meetings of the Ste. Agathe Joint Community Centre District Board may be established from the Board members from time to time, but a quorum for all such meetings shall be all members of the Board.

8. The said parties hereto undertake and agree that the costs of maintenance of the facility shall be the responsibility of the Ste. Agathe Joint Community Centre District Board and it is further understood and agreed that all funds required for the maintenance of

the facility shall be realized by the Ste. Agathe Joint Community Centre District Board through the operation of the sports arena and any donations received thereby, and no mill rate levy shall be made towards the costs of maintaining and operating the community centre.

9. That Ritchot shall issue the necessary debentures for the additional debt of \$27,000.00.

10. That this Agreement may be amended at any future time in writing with the mutual consent of the parties hereto.

11. That in the event of any of the said parties hereto failing to pass any necessary by-law relating to the said capital expenditure, the debt created hereby and the means of repaying the debt and the provisions contained in this Agreement then in such event this agreement shall terminate and the said parties agree to pay all costs incurred up to the date of such termination.

IN WITNESS WHEREOF the parties hereto have caused their corporate seals to be hereunto affixed attested by the signatures of their proper officers in that behalf on the day and year first above written.

THE RURAL MUNICIPALITY OF MACDONALD

Per: _____
Reeve

Per: _____
Secretary-Treasurer

THE RURAL MUNICIPALITY OF MORRIS

Per: Alvin Pimpel
Reeve

Per: _____
Secretary-Treasurer

THE RURAL MUNICIPALITY OF RITCHOT

Per: _____
Reeve

Per: _____
Secretary-Treasurer

R.M. OF MORRIS

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SCHEDULE - ^B~~A~~ TO BY-LAW NO. 1243/82 , ~~TO AMEND BY-LAW NO. 7-77 (R11)~~
 CONTRIBUTION TO PAYMENTS UNDER R. M. OF RITCHOT
 DEBENTURE ISSUE BY-LAW NO. 7/77

\$4,964.59 - 10.0000% - 14 YEAR(S)

DATED: DECEMBER 01, 1982

PAYABLE: DECEMBER 01, 1983 - 1996

ANNUAL PAYMENT: \$673.92

MATURITY SCHEDULE

YEAR	INTEREST	PRINCIPAL	BALANCE OWING
1983	\$ 496.45	\$ 177.47	\$ 4,787.12
1984	478.71	195.21	4,591.91
1985	459.19	214.73	4,377.18
1986	437.71	236.21	4,140.97
1987	414.09	259.83	3,881.14
1988	388.11	285.81	3,595.33
1989	359.53	314.39	3,280.94
1990	328.09	345.83	2,935.11
1991	293.51	380.41	2,554.70
1992	255.47	418.45	2,136.25
1993	213.62	460.30	1,675.95
1994	167.59	506.33	1,169.62
1995	116.96	556.96	612.66
1996	61.26	612.66	0.00
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	\$4,470.29	\$4,964.59	
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SCHEDULE - B TO BY-LAW NO.

~~TO AMEND BY-LAW NO. 7-77 (RIF)~~
 CONTRIBUTION TO PAYMENTS UNDER R. M. OF RITCHOT
 BY-LAW NO. 34-82

DEBENTURE ISSUE

\$2,065.50 - 14.5000% - 20 YEAR(S)

DATED: MAY 01, 1983

PAYABLE: NOVEMBER 30, 1983 - 2002

ANNUAL PAYMENT: \$320.89

MATURITY SCHEDULE

YEAR	INTEREST	PRINCIPAL	BALANCE OWING
1983	\$ 299.49	\$ 21.40	\$ 2,044.10
1984	296.39	24.50	2,019.60
1985	292.84	28.05	1,991.55
1986	288.77	32.12	1,959.43
1987	284.11	36.78	1,922.65
1988	278.78	42.11	1,880.54
1989	272.67	48.22	1,832.32
1990	265.68	55.21	1,777.11
1991	257.68	63.21	1,713.90
1992	248.51	72.38	1,641.52
1993	238.02	82.87	1,558.65
1994	226.00	94.89	1,463.76
1995	212.24	108.65	1,355.11
1996	196.49	124.40	1,230.71
1997	178.45	142.44	1,088.27
1998	157.79	163.10	925.17
1999	134.14	186.75	738.42
2000	107.07	213.82	524.60
2001	76.06	244.83	279.77
2002	41.12	279.77	0.00
	<u>\$4,352.30</u>	<u>\$2,065.50</u>	

NOTRE MONTREIL FURNISSEMENT D'AFFAIRES MOIRE 4