

THE RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1525/99

BEING a by-law of the Rural Municipality of Morris entering into a new agreement of the operation of the Morris Montcalm Weed Control District.

WHEREAS it is felt that the agreement establishing and also the amendment dated February 7, 1994 for the Morris Montcalm Weed Control District is in need of upgrading and altering to the terms and conditions for the operation of the Morris Montcalm Weed Control District;

AND WHEREAS the Rural Municipality of Morris is in agreement with the new terms and conditions proposed for the operation of The Morris Montcalm Weed control District;

NOW THEREFORE BE IT RESOLVED that is enacted as a By-law of the Rural Municipality of Morris, in Council duly assembled as follows:

1. That the Rural Municipality of Morris now enter into an agreement with the R. M. of Montcalm, the Town of Morris and the Town of Emerson of the operation of the Morris Montcalm Weed Control District.
2. That the agreement dated the 11th day of January, 1999 be now approved and attached as Schedule "A" to this By-law.
3. That the Reeve and Municipal Administrator be now authorized to sign the agreement on behalf of the Rural Municipality of Morris.

DONE AND PASSED in open Council of the Rural Municipality of Morris duly assembled this 14th day of July, 1999



Reeve



Municipal Administrator.

THIS AGREEMENT MADE THE ELEVENTH DAY OF JANUARY, 1999
WHICH AMENDS THE AGREEMENT MADE THE SEVENTH DAY OF
FEBRUARY 1994
which amends the original agreement
MADE THE THIRD DAY OF JANUARY 1962

BETWEEN:

THE RURAL MUNICIPALITY OF MORRIS
(hereafter called PARTY of the FIRST PART)

THE RURAL MUNICIPALITY OF MONTCALM
(hereafter called PARTY of the SECOND PART)

THE TOWN OF MORRIS
(hereafter called PARTY of the THIRD PART)

THE TOWN OF EMERSON
(hereafter called PARTY of the FOURTH PART)

WHEREAS the Parties thereto have agreed each with the other to take joint action in the controlling, destroying and eradication of noxious weeds within the corporate boundaries of the Municipalities and Towns that are Parties hereto under the supervision and management of a joint committee appointed as hereinafter provided:

THEREFORE the Parties hereto agree as follows:

1. The Parties hereto will act jointly in the controlling, destroying and eradicating of noxious weeds within the areas included in the Municipalities and Towns that are Parties hereto which shall be known as the MORRIS-MONTCALM WEED CONTROL DISTRICT (hereinafter referred to as the "District").

2. The joint action of the Parties hereto in the controlling, destroying and eradicating of noxious weed shall be under the control, supervision and management of a joint committee which shall be known as the MORRIS-MONTCALM WEED CONTROL DISTRICT BOARD (herinafter referred to as the "Board"), which shall have seven members who shall be determined or appointed as follows:

(a) Two members of the Council of the RURAL MUNICIPALITY of MORRIS appointed by the Council of the R. M. of Morris for a term of one year.

(b) Two members of the Council of the RURAL MUNICIPALITY of MONTCALM appointed by Council of the R. M. of Montcalm for a term on one year.

(c) One member of the Council of the TOWN of MORRIS appointed by the Council of the Town of Morris for a term on one year

(d) One member of the Council of the TOWN on EMERSON appointed by the Council of the Town of Emerson for a term on one year.

(e) The Agricultural Representative who represents the Department of Agriculture for the Province of Manitoba from time to time within the District, and if there are more than one such Agricultural Representatives, the one selected by the Board. The Agricultural Representative shall not have a vote.

3. The TOWNS, the party of the THIRD PART and the party of the FOURTH PART, may in the absence of an available or willing member of that Council, appoint a citizen member from within the corporate boundaries of the appointing town, This town will then forfeit the right of their appointed member to be elected to the positions of Chairman or Vice-Chairman of the Board for the period of the appointment.

4. The Council of each of the Parties hereto will, at the Inaugural Meeting in which they are required to appoint a member or members to the Board, appoint a member or members (in accordance with sections two and three of this agreement) to act as a member or members of the Board for a period on one year.

5. The Board shall, at it's first meeting after the appointment of new members there to, elect a Chairman, Vice-Chairman and such officers as they deem necessary for the proper performance of their duties.

6. The Board shall appoint:

(a) a Secretary-Treasurer of the Board who may or may not be a member of the Board.

(b) A signing authority which shall consist of the Secretary-Treasurer, and the Chairman, and in the absence of the Chairman, the Vice-Chairman.

(c) A Weed Supervisor who shall not be a member of the Board, but who shall attend the meetings of the Board and who shall have, within each of the Towns and Municipalities that is a Party hereto, the powers, rights and duties of a Municipal Noxious Weeds Inspector.

(d) Such officers and employees as are deemed necessary for the performance of the duties and the exercising of the powers and rights of the Board.

7. The Weed Supervisor shall work with the municipal foreman to use the spray programme to its best advantage, and to spray the areas that need to be done at a particular time. The spray season lasts from May to October, with August and September as the prime time to spray for cattails.

The duties of the Weed Supervisor will include the upkeep of a daily log book, which will state the hours worked, the miles traveled, location (this will include traveling time, spraying time and office time).

The Weed Supervisor will present the Board with any contracts, namely the Department of Highways, that he participates in, to the Board for review and approval, prior to submitting it to the Department of Highways.

8. The Board will arrange for insurance coverage which it deems necessary to protect the interests of the Councils of each of the Parties.

9. The head office of the Board shall be situated at Morris in the Province of Manitoba. All regular meetings of the Board shall be held at Morris in the Province of Manitoba.

10. The Board may establish branch offices within the District.

11. The Board shall, in each year at its second meeting after the appointment of new members, make estimates of its expenditures and revenue for the year and, subject to Sections 11 and 12 of this agreement, shall apportion the separate amounts to be paid by the Towns and Municipalities that are Parties to this agreement, among those Towns and Municipalities as follows:

(a) 61.2% of budget deficit to be paid by the R. M. of Morris.

(b) 30.8% of budget deficit to be paid by the R. M. of Montcalm.

(c) 4% of budget deficit to be paid by the Town of Morris.

(d) 4% of budget deficit to be paid by the Town of Emerson.

12. The cost of purchasing chemicals used in any year in any Town or Municipality that is party to this agreement shall be paid for by that Town or Municipality, and the account there of shall be rendered to that Town or Municipality by the Board before the 5th day of December in that year.

13. Where a Town or Municipality that is a Party to this agreement gives notice in writing to the Board and to each of the other Towns and Municipalities that are Parties to this agreement, that it wishes the apportionment of costs set out in Section 10 of this agreement revised, the revision of the apportionment shall be submitted to a Board of Arbitrators appointed as follows:

(a) Each of the Towns and Municipalities that is a Party to this agreement shall, within one month of receiving the notice in writing, appoint one arbitrator who is presently not a member of the Board and who may or may not be a member of the Council of that Town or Municipality.

(b) The arbitrators appointed under Clause (a) of this section shall appoint a Chairman of the Board of Arbitrators.

(c) This Board of Arbitrators must render a decision to the request of revision no later than four months after receiving the notice in writing.

14. The Board shall have full authority to fix its procedure at its meetings and to make such by-laws or rules relating to their powers, rights and duties that are not inconsistent with this agreement and the laws of the Province of Manitoba.

15. This agreement shall continue for a period of one year from the date hereof and shall be reviewed every year at budget time thereafter until one of the Parties thereto terminates it under Section 15 hereof.

16. Any Party to this agreement may terminate this agreement on December 31st in any year, by giving 12 months notice in writing of the proposed termination to the Board and to the Towns and Municipalities that are Parties to this agreement.

17. (a) In the event that one Town or Municipality, that is a Party to this agreement, has duly filed for termination to this agreement, and that termination has taken effect, the assets of the District which includes the furniture equipment, fixtures and inventory shall be appraised to establish a current market value. The terminated Party shall then be paid an amount of that appraised value equal to that Party's percentage of the budget deficit levy apportionment as designated in Section 10 of this agreement, within fifteen (15) months of the said termination date.

(b) In the event that the District ceases operation the assets of the District which include furniture, equipment fixtures and inventory shall be liquidated. This liquidation of assets shall be done by the Board with all reasonable speed taking into account the assumed value of the assets. The proceeds of the said liquidation shall be provided to the Parties of this agreement according to the budget deficit levy funding formula stated in Section 10 of this agreement.

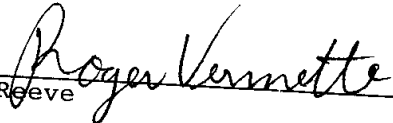
18. Any tract or block of land in respect of which the operation of Sections Six, Seven, 10, and 12 of the Noxious Weeds Act is suspended under Section 13 of the Noxious Weeds Act shall, for the purposes of six, seven, 10 and 12 of the Noxious Weeds Act, be conclusively deemed to be outside the District.

In WITNESS WHEREOF the parties hereto have affixed their seals attested by the hands of their proper officers on that behalf.

RURAL MUNICIPALITY OF MORRIS

RURAL MUNICIPALITY OF MONTCALM


Reeve

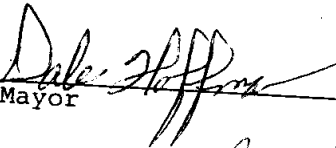

Reeve


Secretary-Treasurer

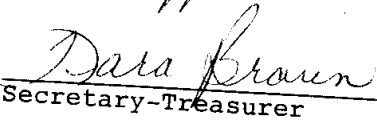

Secretary-Treasurer

TOWN OF MORRIS

TOWN OF EMERSON


Mayor


Mayor


Secretary-Treasurer


Secretary-Treasurer