

MUNICIPALITY OF KILLARNEY-TURTLE MOUNTAIN
BY-LAW NO. 1-2011

Being a By-Law of the Municipality of Killarney – Turtle Mountain to enter into an agreement with the Rural Municipality of Riverside and the Rural Municipality of Whitewater for the controlling of Noxious Weeds.

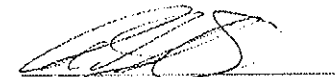
WHEREAS the Council of the Rural Municipality of Killarney – Turtle Mountain has made arrangements with the Rural Municipality of Riverside and the Rural Municipality of Whitewater to revise the membership of Weeds District #4;


AND WHEREAS the agreement concerning the sale has been read to this council;

NOW THEREFORE the Council of Municipality of Killarney Turtle Mountain enacts as a by-law the following:

1. That we do enter into the agreement with the rural Municipality of Riverside and the Rural Municipality of Whitewater (a copy of which is attached hereto and marked Schedule "A" to this by-law) and that the Mayor and Chief Administrative Officer be and are hereby authorized to sign the agreement on behalf of this Municipality and affix our corporate seal thereto;
2. That By-law No. 10-1985, Rural Municipality of Turtle Mountain and that By-law No. 17-1985, Town of Killarney are hereby repealed.

DONE AND PASSED by the Council of the Municipality of Killarney-Turtle Mountain duly assembled in the Province of Manitoba this 23rd day of January, A.D., 2011.



Mayor


Chief Administrative Officer

Read a first time this 12th day of January, A.D., 2011.
Read a second time this 23rd day of January, A.D., 2011.
Read a third time this 23rd day of January, A.D., 2011.

Weeds District #4 Agreement

THIS AGREEMENT MADE THE _____ DAY OF _____ 2011.

BETWEEN: THE RURAL MUNICIPALITY OF RIVERSIDE OF THE FIRST PART
THE RURAL MUNICIPALITY OF WHITEWATER OF THE SECOND PART
THE MUNICIPALITY OF KILLARNEY – TURTLE MOUNTAIN OF THE THIRD PART

WHEREAS the parties hereto have agreed each with the other to take joint action in controlling, destroying and eradicating of noxious weeds within the municipalities that are parties hereto under the supervision and management of a joint committee appointed as hereinafter provided;

AND WHEREAS the parties have agreed to have the Rural Municipality of Whitewater become a full member of Weeds District #4 and contribute to the assets of the Weeds District as outlined in Schedule "A" of this agreement;

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 that are parties hereto which shall be known as Weed Control District No. 4 (hereinafter referred to as the "district").
2. The joint action of the parties hereto in controlling, destroying and eradicating of noxious weeds shall be under the control, supervision and management of a joint committee which shall be known as the Weed Control District Board (hereinafter referred to as the "board") which shall have six members who shall be determined or appointed as follows:
 - (a) Two members representing the Rural Municipality of Riverside appointed by the Council of Riverside,
 - (b) Two members representing the Municipality of Killarney-Turtle Mountain appointed by the Council of the Municipality of Killarney-Turtle Mountain,
 - (c) Two members of the Council of the Rural Municipality of Whitewater appointed by the Rural Municipality of Whitewater.
3. The Council of each of the parties hereto will, at the first meeting in any year in which they are required to appoint members to the Board, appoint the members to act as members of the Board.
4. The board shall, at its first meeting in each year after the appointment of new members thereto, elect a chairman, vice-chairman and such other officers as they deem necessary for the proper performance of their duties.
5. The board shall appoint:
 - (a) A secretary-treasurer of the board who shall not be a member of the board;
 - (b) 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 municipalities that is a party hereto, the powers, rights and duties and exercising the powers and rights of the board.
 - (c) Such other officers and employees as are deemed necessary for performing the duties and exercising the powers and rights of the board.
6. The head office of the board shall be situated at Killarney in the Province of Manitoba and all regular meetings of the board shall be held thereat.

7. The board shall, in each year at its first meeting of the fiscal year, make estimates of its expenditures and revenues for the year, and subject to sections 8 and 9 of this agreement, shall apportion the amount to be paid by the municipalities that are parties hereto among those municipalities as follows:
 - (a) 50% to be paid by the Municipality of Killarney – Turtle Mountain,
 - (b) 25% to be paid by the Rural Municipality of Riverside,
 - (c) 25% to be paid by the Rural Municipality of Whitewater.
 - (d) Where a municipality that is a party to this agreement gives notice to the board and each of the other municipalities that are parties to this agreement, that it wishes the apportionment of costs set out in Section 7 of this agreement revised. If joint municipalities cannot agree on the apportionment, then a board of arbitrators shall be appointed as follows:
 - (i) Each of the municipalities that is a party to this agreement shall, within one week of receiving this notice, appoint one arbitrator who may or may not be a member of the Council of that Municipality.
 - (ii) The arbitrators appointed under clause (i) shall appoint a third member to act as Chairman of the Board of Arbitrators.
8. The cost of purchasing chemicals used in any year in any municipality that is a party to this agreement shall be paid by that municipality, and the account therefore shall be rendered to the municipality before the first day of November in that year.
9. The council of each of the parties hereto assumes liability for actions of the board, and employees of the board, in the same proportions as the amounts paid for the operations of the board, as set out in section 7.
10. The board shall have full authority to fix its procedure at its meetings and to make such other by-laws or rules relating to their powers, rights and duties that are not inconsistent with this agreement and laws of Manitoba.
11. This agreement shall continue from the date hereto and thereafter until one of the parties terminates it under section 12 hereof.
12. After expiration of two years for the date hereof, any party may terminate this agreement on the first day of any month excepting the months of May, June, July, August and September by giving notice to the board and each of the parties hereto at least one year notice of its intention to terminate this agreement.
13. A quorum would consist of three voting members of the board.

IN WITNESS THEREOF the parties hereto have affixed their seals attested by the hand of their proper officers on that behalf.

MUNICIPALITY OF KILLARNEY-TURTLE MOUNTAIN

Mayor

Chief Administrative Officer

R.M. OF RIVERSIDE

Reeve

Chief Administrative Officer

R.M. OF WHITEWATER

Reeve

Chief Administrative Officer

Weeds District #4 Agreement Schedule "A"

Whereas the assets of the Weeds District #4 were determined to be \$182,318.00 on December 31, 2009; (Cash \$143,318.00, Equipment \$39,000.00);

And Whereas it has been determined that the present assets are 67.6% Municipality of Killarney – Turtle Mountain (\$123,247.00) and 32.4% Rural Municipality of Riverside (\$59,071.00);

And Whereas it has been agreed that the municipalities shall apportion the assets as follows:

- (a) 50% the Municipality of Killarney – Turtle Mountain (\$123,318.00),
- (b) 25% the Rural Municipality of Riverside (\$61,573.50),
- (c) 25% the Rural Municipality of Whitewater (\$61,573.50).

Therefore the Rural Municipality of Whitewater will contribute in addition to the annual operating grant; \$20,000.00 in 2011, \$20,000.00 in 2012 and \$21,573.50 in 2013;

And Further the Rural Municipality of Riverside will contribute \$2,502.50 in 2011.

Weeds District #4 Information:

The break down for funding is:

Town of Killarney 10%
RM of Turtle Mountain 64% of the remaining 90% (57.6% of 100%)
RM of Riverside 36 % of the remaining 90% (32.4% of 100%)

Mun. of Killarney – Turtle Mountain 67.6%
RM of Riverside 32.4%

Dec. 31, 2009 assets
Cash \$143,318.00
Equipment 39,000.00
Total \$182,318.00

Killarney – Turtle Mountain portion of assets \$123,247.00
Riverside portion of assets \$59,071.00

Populations

<i>Killarney – Turtle Mountain</i>	<i>3299</i>	<i>69%</i>
<i>Riverside</i>	<i>809</i>	<i>17%</i>
<i>Whitewater</i>	<i>648</i>	<i>14%</i>

Townships

<i>Killarney – Turtle Mountain</i>	<i>9.75</i>	<i>45%</i>
<i>Riverside</i>	<i>6</i>	<i>27.5%</i>
<i>Whitewater</i>	<i>6</i>	<i>27.5%</i>

Assessment

<i>Killarney – Turtle Mountain</i>	<i>139,572,320</i>	<i>65%</i>
<i>Riverside</i>	<i>35,151,350</i>	<i>17%</i>
<i>Whitewater</i>	<i>37,935,680</i>	<i>18%</i>

Possible proposal for RM of Whitewater joining the Weeds District

<i>Killarney – Turtle Mountain</i>	<i>50%</i>	<i>\$123,247.00</i>
<i>Riverside</i>	<i>25%</i>	<i>61,573.50</i>
<i>Whitewater</i>	<i>25%</i>	<i>61,573.50</i>