

BY-LAW NO. 999 <sup>1</sup>

Being a By-law of the Town of Carman  
authorizing the execution of an Agreement with the  
Minister of Municipal Affairs under The Planning Act.

WHEREAS the Town of Carman on the  
24th day of June, 1965, passed a resolution requesting  
the Minister of Municipal Affairs for assistance in the matters referred  
to in Section 6 of The Planning Act;

AND WHEREAS the Minister has indicated his willingness to provide  
such assistance to the -----Town of Carman----- on the terms  
and conditions set out in the draft Agreement attached hereto as  
Schedule "A", which Schedule forms part of this By-law;

AND WHEREAS it is deemed expedient that the Town of  
Carman enter into an Agreement with the Minister of Municipal  
Affairs in the form set out in Schedule "A" hereto;

NOW THEREFORE, Council of the Town of Carman  
enacts as follows:

1. THAT the Town of Carman do enter into  
an Agreement in the form set out in Schedule "A" hereto with the  
Minister of Municipal Affairs.
2. THAT the proper officers of the Town of Carman  
are hereby authorized and directed to execute the said Agreement on  
behalf of and under the corporate seal of the Town of Carman.

DONE AND PASSED in meeting duly assembled at The Town of Carman  
in the Province of Manitoba this sixth day of July, A.D. 1965

L.R. Skelton

Mayor

seal

A.L. Hoepfley

Secretary-Treasurer

SCHEDULE "A"

ATTACHED TO BY-LAW No. 999  
OF THE TOWN OF CARMAN

RENEWAL

AGREEMENT BETWEEN

THE MINISTER OF MUNICIPAL AFFAIRS  
(PROVINCE OF MANITOBA)

AND

THE TOWN OF CARMAN

PURSUANT TO THE PROVISIONS OF

THE PLANNING ACT

Memorandum of Agreement made this 28th day of June 1965 A. D.

BETWEEN:

The Minister of Municipal Affairs for the Province of Manitoba

OF THE FIRST PART

- and -

The TOWN of CARMAN

(hereinafter referred to as the "Municipality")

A Municipal Corporation in the Province of Manitoba

OF THE SECOND PART

"WHEREAS the Municipality has, by Resolution dated the 24th day of June, 1965, requested the Minister to assist it in the matters and with the services described in Section 6 of The Planning Act for a period of two ( 2 ) years;"

"AND WHEREAS the Minister has therefore agreed to make such services available on the terms and conditions contained in this agreement in consideration of the mutual covenants entered into by the Minister and the Municipality;

"NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT the parties hereto agree as follows:"

1. In this Agreement
  - (a) "Branch" means the Planning Branch of the Department of Municipal Affairs.
  - (b) "Director" means the Director of Municipal Planning of the Planning Branch, Department of Municipal Affairs.
2. The Minister through the Branch shall perform the following duties and services:
  - (a) Revise base maps and review background information when considered expedient by the Director.
  - (b) Provide advisors and technical staff to attend meetings of the advisory planning commission in the municipality, where the Director deems it expedient to authorize such attendance, and to participate in discussions with council on matters related to planning schemes, subdivisions, and the general development plan.
  - (c) Assist in the preparation of a planning scheme under The Planning Act, and in the preparation of amending planning schemes thereto provided the direct benefit of such an amending scheme is not restricted to an individual owner.

- (d) Prepare reports and recommendations on individual zoning, planning schemes, thoroughfare, public works, public open space, and other problems of a similar nature, which are in the opinion of the Director related to the General Development Plan.
- (e) Prepare preliminary plans of subdivision in locations where either the majority of the area is municipally owned or there is a high degree of small property holdings that should be integrated within a larger subdivision.
- (f) Assist in the review of all plans of subdivision and survey referred to the Municipality for its approval.
- (g) Assist in determining what additional by-laws and regulations as may be required to assure the implementation of the General Development Plan of the Municipality.

3. For the duties and services provided under Section 2 hereof, the Municipality shall pay to the Province of Manitoba an annual sum of thirty ( 30 ) cents per capita for each person resident in the Municipality (based upon the most recent population figures as determined by the Director) to be payable as follows:

First payment on or before..... March 31, 19 67  
 Second payment on or before..... March 31, 19 68  
~~Third payment on or before..... March 31, 19 69~~  
~~Fourth payment on or before..... March 31, 19 70~~  
~~Fifth payment on or before..... March 31, 19 71~~

It is understood that the Director will determine, in each year during the currency of this Agreement the population figure to be used in computing the sum owing by the Municipality hereunder.

4. The Municipality agrees
- (a) To supply the Branch with such information as may be requested and is available for the purposes of carrying out the terms of this Agreement;
  - (b) To co-operate with the Branch and make its personnel and facilities available, insofar as may be reasonable;
  - (c) To maintain a responsible authority and/or advisory commission under The Planning Act.
5. This Agreement shall continue in effect for a period of two ( 2 ) years commencing on August 12th, 1965.

- 6. The Municipality shall pay the total amount under Section 3 hereof to the Province of Manitoba not later than the 31st day of March in the year next following the year in which the amount is levied and in the event that the Municipality shall fail to pay this amount, the Provincial Treasurer may take the amount thereof from any other amount payable to the Municipality by the Government.
- 7. This Agreement is made under The Planning Act and that Act applies to this Agreement and to the parties hereto.

IN WITNESS WHEREOF the Minister of Municipal Affairs has executed this Agreement pursuant to Section 6 of The Planning Act, and the Municipality has caused its corporate seal to be hereunto affixed duly attested by the hands of its proper officers in that behalf on the day and date first above written.

Signed by the Minister  
of Municipal Affairs in the  
presence of

..... G. A. Innes .....

..... Sam M. Peden .....

Asst. Deputy Minister of Municipal Affairs.

Signed on behalf of the Corporation  
of the Town of Carman

..... L. R. Skelton .....

Mayor

..... A. L. Loepky .....

Secretary-Treasurer