

TOWN OF WILLOW BUNCH
BYLAW NO. 3-2018

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING THE
PROVISION OF RECREATIONS SERVICES WITH OTHER MUNICIPALITIES.

The council of the Town of Willow Bunch, in the province of Saskatchewan
enacts as follows:

The Town of Willow Bunch No. 42 is hereby authorized to enter into an
Agreement, attached hereto, identified as Exhibit A, and forming a part of this
bylaw, with the following municipalities;

Town of Willow Bunch

for the purposes stated within the agreement.

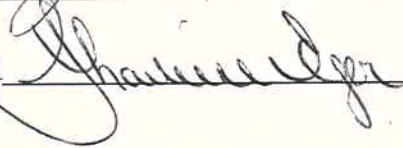
The Mayor and the Administrator of the Town of Willow Bunch are hereby
authorized to sign and execute the attached agreement;

This bylaw shall come into force on the date of passing thereof.

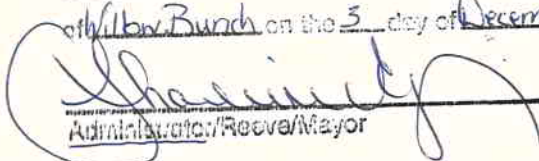
MAYOR

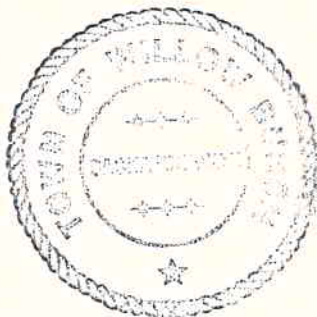
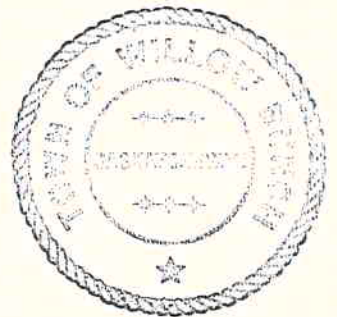


ADMINISTRATOR



Certified a true and correct copy of Bylaw No. 3-2018,
adopted by the Council of the Town
of Willow Bunch on the 3 day of December, 2018


Administrator/Reeve/Mayor



This Agreement made this 12 day of December, 2018

BETWEEN:

The Rural Municipality of Willow Bunch No. 42
A Municipal Corporation pursuant to *the Municipalities Act*, hereinafter referred to as "the R.M."

AND:

The Town of Willow Bunch
A Municipal Corporation pursuant to *the Municipalities Act*, hereinafter referred to as "the Town:

AND:

The Willow Bunch Recreation Authority
Created by municipal bylaw
Hereinafter referred to as "the Authority"

WHEREAS, the Town, the R.M. and the Authority desire to continue to associate with each other for the purposes of managing recreational activities, services and facilities in and for the Town, the R.M. and the Authority;

AND WHEREAS the Town, the R.M. and the Authority desire to facilitate the providing of recreational activities, services and facilities so as to better co-ordinate services;

THE PARTIES HERETO MUTALLY COVENANT AND AGREE AS FOLLOWS:

1.
 - a) The Parties hereto agree to create on Board to operate, manage and administer recreational services for the Town and R.M. known as the Willow Bunch Recreation Authority.
 - b) This board shall operate under the name "Willow Bunch Recreation Authority".
 - c) Membership on the Authority shall be by appointment. The Town shall appoint 5 board members and the R.M. shall appoint 5 board members, being ratepayers and/or residents from each respective municipality.
 - d) One appointee from each council, constituting the 5 board members, shall sit on the board.
 - e) The Town and R.M. may remove appointed members by resolution of the Town or R.M. Council, as applicable.
2.
 - a) The Town acknowledges that the land and buildings run as the curling rink and skating rink, and the Thrift Store, plus all rink contents and equipment, including the 1984 Ice Resurfacer, serial RC12165, shall be operated by the Willow Bunch Recreation Authority and the Board shall be responsible for the costs of operation, maintenance and administration of these facilities and equipment.
 - b) The curling rink and skating rink are located in the Town of Willow Bunch, as follows:
 - i) Curling rink – location #6, Public Reserve #1, Plan AF413
 - ii) Skating rink – location #7, Public Reserve #1, Plan AF413
 - iii) Thrift Store – location, Lot#6, Blk#5, Plan AF413
3.
 - a) The bank account for the Authority shall continue to be at Bengough Credit Union, Willow Bunch Branch, account #830890091911.
 - b) The signing authority for the bank account and for all business matters pertaining to the Authority shall be the Chairperson or Vice-Chairperson, and the treasurer of the Authority.

4. The Town shall be responsible for the costs of insurance on and for these chattels.
5. The R.M. and the Town, upon a presented budget by the Authority and as per respective budgets of each council, may pay to the Authority an annual grant to assist in funding the annual costs of operation and maintenance.
6. The Authority shall not incur any capital expenditures or borrow any funds or monies without consent of both the Town and the R.M.
7. The books and records of the Authority shall be subject to review by the Mayor of the Town and Reeve of the R.M. upon 24 hours request.
8.
 - a) The Authority shall prepare an annual budget before September 1st of the fiscal year, setting out its operating and maintenance costs and expenses, for all activities, including organized and supervised play, or athletic sports for the upcoming year, and provide such to the R.M. and Town for approval.
 - b) The sum so allocated by the Town and R.M. pursuant to the budget by the Authority shall constitute the appropriation for the Authority for the succeeding year, and no expenditure shall be made in excess of any individual appropriation without consent of the Town and R.M. by resolution.
 - c) The fiscal year for the Authority shall run from November 1st to October 31st of each year.
9. In addition to the duties stated, it shall be the duty of the Authority to:
 - a) Recommend suitable alterations and improvements to the existing facilities as needed or required.
 - b) To advise the R.M. and Town of any hazards to persons using the facilities and to recommend what, in its opinion, ought to be done to safeguard the property and individuals.
 - c) To recommend programs and means to improve usage of the facilities and increase the involvement of the public.
10. The parties hereto agree to perform and do all acts necessary in order to authorize, execute and perform the conditions of this agreement.
11. The parties hereto agree that in the event of a dispute between them as to the responsibilities or liabilities or otherwise, under this Agreement, that such disputes shall be settled by arbitration under the Arbitration Act for Saskatchewan.
12. In the event of dissolution of the Authority all assets owned or controlled by the Authority shall be distributed by agreement of the Town and R.M. councils.

IN WITNESS WHEREOF THE RURAL MUNICIPALITY OF WILLOW BUNCH NO. 42 has hereunto affixed its corporate seal, attested to by the hand(s) of its proper signing offices in that behalf as of the day and year first above written.

R.M. of Willow Bunch No. 42

Per: Darin Lysen
Per: [Signature]

IN WITNESS WHEREOF THE TOWN OF WILLOW BUNCH hereunto affixed its corporate seal, attested to by the hand(s) of its proper signing offices in that behalf as of the day and year first above written.

Town of Willow Bunch

Per: Rosa Phillips
Per: [Signature]

IN WITNESS WHEREOF THE WILLOW BUNCH RECREATION AUTHORITY hereunto affixed its corporate seal, attested to by the hand(s) of its proper signing offices in that behalf as of the day and year first above written.

Willow Bunch Recreation Authority

Per: Wanda Newman
Per: Carl Must