

TOWN OF CARMAN

BY-LAW NO. 94/1737

Being a by-law of the Town of Carman for establishing a public parks and recreation district.

WHEREAS Section 4(3) of the Municipal Act, R.S.M. 1988 provides in part as follows:

"(g) it may, subject to subsection (6), enter into an agreement with any other municipality...:

(h) it may enter into an agreement with:

(i) the government or any agency of the government; or

(ii) a school district, school division or school area..."

AND WHEREAS Section 442(7) of The Municipal Act, R.S.M. 1988 provides in part as follows:

"...the council of any municipality may pass by-laws for establishing a public recreation commission."

AND WHEREAS it is deemed expedient to appoint a public recreation commission for the Town of Carman:

NOW THEREFORE BE IT ENACTED by the Council for the Town of Carman:

1. THAT there is hereby established a Recreation Commission to be known as the Boyne Recreation District (hereinafter referred to as the "District").
2. THAT the Council appoint elected representatives and hereby authorize and empower them on behalf of the and in the name of the Corporation of the Town of Carman to negotiate and execute an Agreement with the Corporations of the Rural Municipality of Grey, Rural Municipality of Roland, Rural Municipality of Dufferin and the School Division/district of Midland for the establishment and operation of a Recreation District. That within this Agreement, the representation of the District Board be defined. The Agreement shall be attached hereto as Schedule "A" and shall form part of this By-Law.
3. THAT the Council appoint an elected representative to sit on the District Board and delegate to that appointee the responsibility to negotiate with Board members, the terms of reference for the operation of the District. These terms of reference shall be attached hereto as Schedule "B" and shall form part of this By-Law.
4. THAT By-Law No. 92/1715 be, hereby, repealed.

DONE AND PASSED by the Council of the Town of Carman, in open meeting duly assembled, this 7th day of JAN., 1994.


MAYOR


SECRETARY-TREASURER

AGREEMENT AMONG PARTNERS

SCHEDULE "A" TO BY-LAW NO. 94/1737

THIS AGREEMENT made this 13TH day of JAN. A.D. 1994.

BETWEEN:

TOWN OF CARMAN	PARTY OF THE FIRST PART
and	
RURAL MUNICIPALITY OF DUFFERIN	PARTY OF THE SECOND PART
and	
RURAL MUNICIPALITY OF ROLAND	PARTY OF THE THIRD PART
and	
RURAL MUNICIPALITY OF GREY	PARTY OF THE FOURTH PART
and	
MIDLAND SCHOOL DIVISION	PARTY OF THE FIFTH PART

WHEREAS the elected officers of the parties hereto have opted in favour of a By-Law for the establishment of the Boyne Recreation District.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. That the monies allocated to the district from municipal levies and from government grants shall be expended by the board for the recreation district provided, however, any donation or gift accepted by the district shall be expended and allocated in accordance with the wishes of the donor thereof.
2. That:
 - a) The district shall consist of 8 members appointed by the participating municipalities and school divisions, of which 50% or more shall constitute a quorum.
 - b) The members of the district shall consist of:
 - 1) At least one councillor from each municipal corporation
 - 2) At least one trustee from the school division
 - 3) At least one volunteer from the municipality of Roland and Grey
 - 4) The Chairperson of the Carman-Dufferin Recreation Commission
 - c) Members of the district shall hold office for one (1) year from the first day of January in the year in which they are appointed. Every member of the district shall continue in office until their successor is appointed. Members may be re-appointed by the Council.
 - d) In the event that a member vacates a position prior to the expiry date of their appointment, the member appointed to fill the vacancy shall hold office for the remainder of the unexpired term. A retiring member shall serve until a successor is appointed.
 - e) In the event of a vacancy, the vacancy shall be filled by a member from the same jurisdiction in order to maintain that jurisdiction's representation.
3. That the district shall elect from its membership a chairperson and such other officers as it deems necessary.
4. That the district shall meet once every three months.
5. That the district members shall serve without remuneration, but each member shall be entitled to receive their actual disbursements for expenses incurred while on district business as directed by the board.

- 6. That the district adopt rules and regulations governing its procedure, provided such rules and regulations are not inconsistent with the provisions of The Municipal Act, any act of the Legislature of the Province of Manitoba or any By-Law of the Municipal Corporations.
- 7. That the district shall encourage and/or initiate a public recreation program which shall include physical recreation, an "Active Living" approach, social recreation, cultural and artistic and group recreation, intellectual recreation and audience entertainment, continually striving to meet the recreation needs of the community.
- 8. That the said district shall prepare an annual budget to be presented to each participating municipal council in writing each year.
- 9. That the said district shall submit audited financial statements to each participating Municipal Council in each and every year in keeping The Municipal Act, Section 604.
- 10. That:
 - a) No member of the said District or member of a Council shall have any contract with the Board, or have any pecuniary interest, directly or indirectly, in any contracts or work relating to the District, its activities, or its property.
 - b) No person shall be deemed to have any contract or any pecuniary interest by reasons of being a shareholder in an incorporated company having dealings or contracts with the District.
- 11. That all orders and proceedings of the District shall be recorded by the Secretary.
- 12. That the said District may, with the approval of the Councils:
 - a) Engage the services of a Recreation Director (hereinafter referred to as the "Director").
- 13. That the terms of this Agreement shall be from the 1st day of January to the 31st day of December in each year, at which time, if no notice has been given, the term shall be extended automatically for a further period of one (1) year and similarly, at the end of each subsequent year.
- 14. That any Party to this Agreement may terminate the Agreement by giving notice in writing of the proposed termination at least six (6) months prior to December 31st.
- 15. Time shall be of the essence in this Agreement.

TOWN OF CARMAN

R. Murray Ross
MAYOR

Party of the first part
Cheryl Spring
SECRETARY-TREASURER

RURAL MUNICIPALITY OF DUFFERIN

William K. Roth
REEVE

Party of the second part
Sinda Calpella
SECRETARY-TREASURER

RURAL MUNICIPALITY OF ROLAND

John Bartley
REEVE

Party of the third part
W. Beave
SECRETARY-TREASURER

RURAL MUNICIPALITY OF GREY

Charles Stewart
REEVE

Party of the fourth part
Ronald J. Hayward
SECRETARY-TREASURER

MIDLAND SCHOOL DIVISION

J. M. ...
CHAIRPERSON

Party of the fifth part
...
SECRETARY-TREASURER

TERMS OF REFERENCE

SCHEDULE "B" TO BY-LAW NO. 94/1737

Schedule "B" to By-Law No. 94/1737 of the Town of Carman setting out details of the terms of reference of the Boyne Recreation District.

1. The District Commission shall encourage and/or initiate a public recreation program which shall include physical recreation, an "Active Living" approach, social recreation, cultural and artistic, and group recreation, intellectual recreation and audience entertainment, continually striving to meet the recreation needs of the community.
2. The District Commission will support the policy statement, to plan, promote, and implement recreation programs for all ages and all communities within the district. To consult with all community organizations and groups, keeping lines of communication open with all groups. To be a liaison between community organizations. Consulting with these groups to better all groups' knowledge and know how regarding fundraising and grantsmanship.
3. The District Commission is responsible for policy development of the organization including their goals and objectives, provides direction for the Recreation Director, ensures that proper financial practices are upheld and ensures that programs and services are in accordance with the objectives of the Commission. The Commission representatives are responsible for communication with their respective Council and School Board in keeping them advised of the progress of the Commission. Once a year the Recreation Director's annual report is presented to the Councils and School Boards.
4. The District Commission members and job description are as follows:
 - A.) Chairperson

Duties and Responsibilities:

 - i) Preside at formal meetings and call meetings to order;
 - ii) Conduct meetings of the commission in an orderly fashion guaranteeing everyone's right to speak;
 - iii) Call for any motions necessary to declare the motion either carried or defeated;
 - iv) Cast the deciding vote in the event of a tie;
 - v) Act as the Commission's spokesperson to the community.
 - B.) Secretary

Duties and Responsibilities:

 - i) Be responsible for accurate minutes of each meeting;
 - ii) Record meeting proceedings and decisions including any motions made, correspondence, and so forth;
 - iii) Read previous meeting minutes at each meeting.
 - C.) Commission Member

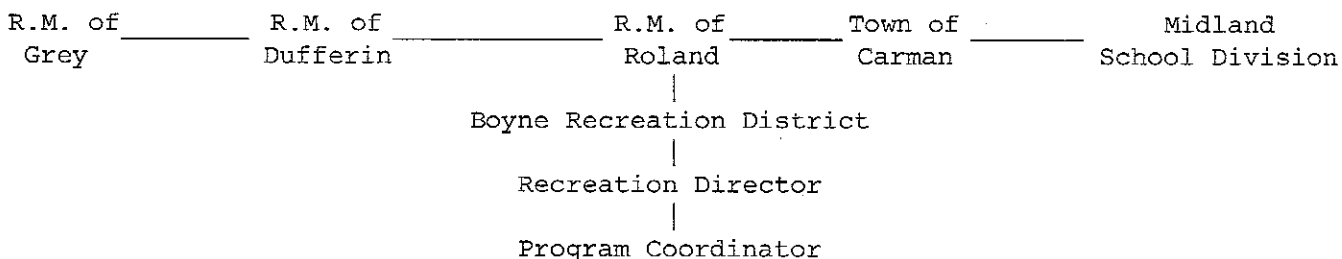
Duties and Responsibilities:

 - i) Attend regular meetings of the Boyne Recreation District;
 - ii) Authorize and control expenditures within approved budget, where applicable;
 - iii) Account accurately to the public on the use of District Funds;
 - iv) Make recommendations to Council/School Board regarding improving areas in facility programming, equipment and leadership development opportunities in the community;
 - v) Monitor the performance of the District Recreation Director;
 - vi) Present regular reports to Council/School Board on activities of the District;
 - vii) Be an advocate in the community on the availability of the Recreation District and its services.

- 5. A.) The District Commission's budget is prepared by the members. The financial condition of the municipalities, the recreation needs of the municipalities and the costs of personnel, services, supplies and equipment are all taken into consideration in the preparation of the budget. Upon completion of the budget, it is presented to the Councils and School Boards for their approval.
- B.) An accurate ledger of all cash disbursements and receipts shall be maintained and a monthly financial report given at each meeting by the Recreation Director.
- C.) The financial records are audited by the municipal auditor once a year and the audited financial statement is sent to the Commission upon completion.
- 6. The District Commission will meet no less than four times per year. Meetings are generally held on the second Wednesday of the month. Meetings are to rotate between Roland, Elm Creek and Carman. Special meetings may be called by the Chairman as required.
- 7. The order of business for meetings of the commission shall be:
 - 1.) Adoption/Additions
 - 2.) Minutes From Previous Meeting
 - 3.) Business Arising From Minutes
 - 4.) Correspondence
 - 5.) Treasurer's Report
 - 6.) New Business
 - 7.) Next Meeting Date
 - 8.) Adjournment

Meeting procedures and decision shall be recorded in the minutes by the secretary.

Line of Communication



The District Commission maintains lines of communication with the Carman-Dufferin Recreation Commission and Golden Prairie Arts Council, this relationship is necessary due to shared staff between the groups.

The Recreation Director shall be responsible to the District Commission.

AN AMENDMENT/EXTENSION AGREEMENT

BETWEEN:

THE GOVERNMENT OF MANITOBA
as represented herein by the Minister
of Culture, Heritage and Citizenship

(hereinafter referred to as
"Manitoba",

- and -

TOWN OF CARMAN
RURAL MUNICIPALITY OF DUFFERIN
RURAL MUNICIPALITY OF ROLAND
RURAL MUNICIPALITY OF GREY

(hereinafter referred to as
the "Commission").

WHEREAS Manitoba and the Commission entered into an Agreement dated
the 9th day of September, 1993;

AND WHEREAS Manitoba and the Commission wish to amend and extend the
Agreement;

NOW THEREFORE, the parties hereto mutually agree and covenant as
follows:

1. Clause 4(a) is amended by striking out "of \$115,000.00 dollars" and substituting "specified in Schedule "C", which is attached hereto."
2. Clause 4(b) is amended by striking out "\$15,000.00 dollars" and substituting "specified in Schedule "C"".

- 3. Clauses 5(a) and (b) are amended by striking out "1994" and substituting "of each year".
- 4. Clause 7(c) is amended by striking out "1993" and substituting "of each year".
- 5. Section 21 is amended by adding after section 20:

"21. ENTIRE AGREEMENT

This document and Schedules "A", "B" and "C", contain the entire Agreement between the parties."

- 6. Manitoba and the Commission agree to extend the Agreement, as amended, for a period of one year, commencing on April 1, 1994 and ending on March 31, 1995.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the Government of Manitoba by the Minister of Culture, Heritage & Citizenship and on behalf of the municipalities by their duly authorized representatives.

IN THE PRESENCE OF:

GOVERNMENT OF MANITOBA

Witness

H.A. Gillis
Minister of Culture, Heritage and
Citizenship

Date: _____

Isabelle Haddell
Witness

TOWN OF CARMAN

Cheryl Seifert
Signing Authority for Town of Carman

Date: July 5/94

Ruth Stege
Witness

RURAL MUNICIPALITY OF DUFFERIN

Bill Red
Signing Authority for Municipal
Corporation of Dufferin

Date: July 8/94

[Signature]
Witness

RURAL MUNICIPALITY OF ROLAND

[Signature]
Signing Authority for Municipal
Corporation of Roland

Date: July 12/94

RURAL MUNICIPALITY OF GREY

[Signature]
Witness

[Signature]
Signing Authority for Municipal
Corporation of Grey

Date: July 5/94

SCHEDULE "C"

Boyne Recreation District Commission	<u>Contribution</u>	<u>Year</u>
1. <u>Town of Garman</u> MUNICIPALITY I	<u>\$ 57,200.00</u>	1994
2. <u>Rural Municipality of Dufferin</u> MUNICIPALITY II	<u>\$ 57,200.00</u>	1994
3. <u>Rural Municipality of Roland</u> MUNICIPALITY III	<u>\$ 5,000.00</u>	1994
4. <u>Rural Municipality of Grey</u> MUNICIPALITY IV	<u>\$ 5,000.00</u>	1994
TOTAL:	<u>\$124,400.00</u>	
MANITOBA'S MAXIMUM CONTRIBUTION	<u>\$ 20,723.40</u>	

AMENDMENT/EXTENSION AGREEMENT

B E T W E E N:

THE GOVERNMENT OF MANITOBA
as represented herein by the Minister
of Culture, Heritage and Citizenship,

(hereinafter referred to as "MANITOBA")

-and-

TOWN OF CARMAN
RURAL MUNICIPALITY OF DUFFERIN
RURAL MUNICIPALITY OF ROLAND
RURAL MUNICIPALITY OF GREY

(hereinafter referred to as the "COMMISSION")

WHEREAS Manitoba and the Commission entered into an Agreement dated the 9th day of September, 1993;

AND WHEREAS Manitoba and the Commission amended and extended the Agreement in writing on the 22nd day of June, 1995;

AND WHEREAS Manitoba and the Commission wish to amend and extend the Agreement, as amended;

NOW THEREFORE, the parties hereto mutually agree and covenant as follows:

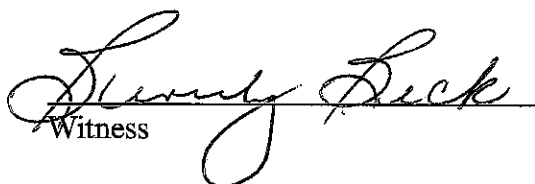
1. The Agreement, as amended, shall be extended to a period of one year, commencing on April 1, 1996 and ending on March 31, 1997.

2. For the period April 1, 1996 to March 31, 1997, Schedule "C" is deleted and replaced by the schedule attached hereto as Schedule "C".

IN WITNESS WHEREOF this Agreement has been executed on behalf of the Government of Manitoba by the Minister of Culture, Heritage and Citizenship and on behalf of the municipalities by their duly authorized representatives.

IN THE PRESENCE OF:

THE GOVERNMENT OF MANITOBA


Witness


The Minister of Culture, Heritage and Citizenship

JUN 20 1996
DATE

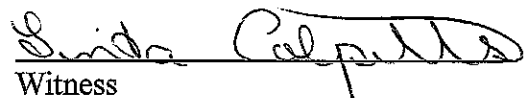
TOWN OF CARMAN



Witness


Signing Authority Town of Carman

July 15/96
DATE

RURAL MUNICIPALITY OF DUFFERIN



Witness


Signing Authority for Municipal Corporation
of Dufferin

July 14, 1996
DATE

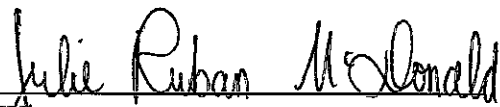
RURAL MUNICIPALITY OF ROLAND

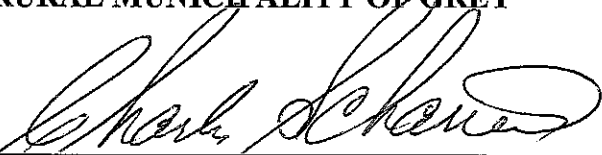

Witness


Signing Authority for Municipal Corporation
of Roland

July 8 / 96
DATE

RURAL MUNICIPALITY OF GREY


Witness


Signing Authority for Municipal Corporation
of Grey

July 23, 1996
DATE

SCHEDULE "C"

FINANCIAL CONTRIBUTION

- | | |
|---|---------------------------|
| 1. <u>Town of Carman</u> | <u>\$ 5,000.00</u> |
| 2. <u>Rural Municipality of Dufferin</u> | <u>\$ 5,000.00</u> |
| 3. <u>Rural Municipality of Roland</u> | <u>\$ 5,000.00</u> |
| 4. <u>Rural Municipality of Grey</u> | <u>\$ 5,000.00</u> |

TOTAL MUNICIPAL CONTRIBUTION **\$ 20,000.00**

MANITOBA'S MAXIMUM CONTRIBUTION **\$ 19,840.00**