

## Bylaw No. 2 of 2004

### A BYLAW OF THE TOWN OF CORONACH TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING THE PROVISION OF PARK & RECREATION SERVICES WITH OTHER MUNICIPALITIES.

The Council of the Town of Coronach, in the Province of Saskatchewan, enacts as follows:

1. The Town of Coronach is hereby authorized to enter into an Agreement, attached hereto and forming a part of this bylaw and identified as Exhibit "A", with the following municipalities:

Rural Municipality of Hart Butte No. 11

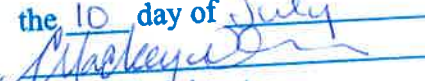
2. For the purposes stated within the agreement the Mayor and Administrator of the Town of Coronach are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".
3. This Bylaw shall come into force and take effect on the date of passing hereof.

SEAL



  
MAYOR

  
ADMINISTRATOR

Certified a true copy of Bylaw No. 2-2004  
read a third time and adopted as a  
Bylaw of the Town of Coronach  
the 10 day of July, 2018.  
  
Town Administrator

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:           The Town of Coronach, a Municipal Corporation pursuant to the *Urban Municipality Act*, hereinafter referred to as “the Town”

AND                   The Rural Municipality of Hart Butte No. 11 , a Municipal Corporation established pursuant to the *Rural Municipality Act*, hereinafter referred to as “the R.M.”,

WHEREAS, the Town and the R.M. desire to continue to associate with each other for the purpose of further developing and maintaining a community park known as **Poplar River Community Park (the Park)**, to be established as a Non-Profit Corporation under the laws of Saskatchewan; and

WHEREAS the Town & the R.M. wish to make financial contributions in the amounts stated in this agreement for a five (5) year development period, and

WHEREAS The Town and the R.M. desire to facilitate the providing of recreational activities, services and facilities on the properties as stated in this agreement,

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1.       The Town & the R.M. hereto agree to create a Non-Profit Corporation, registered under the laws of the Province of Saskatchewan, which shall be known as the **POPLAR RIVER COMMUNITY PARK (the Park)**.

**PARK BOARD**

2.       The Town & the R.M. hereto agree to create a joint Board to develop, operate, manage, and administer the Park.

- 2.1     Membership on this board shall be by appointment of the Town & the R.M. as follows:

- 2.1.1       2 members shall be appointed annually from the Town Council;
  - 2.1.2       2 Members shall be appointed annually from the R.M. Council;
  - 2.1.3       5 members shall be appointed from the community at large (within the Town and/or the R.M.) with the agreement of both the Town & the R.M.
- Terms for the “at large” members shall be as follows:

- 2 appointed for a term of 3 years commencing Jan 01, 2004
- 2 appointed for a term of 2 years commencing Jan 01, 2004
- 1 appointed for a term of 1 year commencing Jan 01, 2004

- 2.2 The Town and the R.M. may remove, by resolution, any member appointed.
- 2.3 At the expiration of the term of any appointed member of the Park Board, the Town and the R.M. shall appoint another person as a member of the Park Board to fill the vacancy. Any existing Board member whose term is expiring may be re-appointed for another term.
- 2.4 If any member of the Park Board absents themselves from the meetings of the Board for a period for a period of three (3) consecutive regular meetings, unless excused by resolution of the Board, in session, or if a members seat becomes vacant by death, resignation or otherwise, that member's position on the Board shall be declared vacant and the Board shall forthwith notify the Town and the R.M. of the vacancy.
  - 2.4.1 Upon being notified of a vacancy pursuant to section 2.4 the Town and The R.M. shall appoint a person to fill such vacancy for the remainder of the term of the seat declared vacant.
- 2.5 The Board shall, at its first meeting in the calendar year, elect a Chairman, Vice Chairman and appoint a Secretary and a Treasurer for the Board.
- 2.6 The Board shall meet at least 4 times in each year and may meet as many times as the Board shall determine necessary to conduct the business of the Board.
  - 2.6.1 The dates for the holding of regular meetings of the Board shall be established at the first meeting of each year.
  - 2.6.2 The Board may hold Special Meetings of the Board at the Call of the Chairman.
  - 2.6.3 Each member of the Board shall be given at least eight (8) days written notice of a Special Meeting. Alternatively, a waiver of notice resolution may be adopted by the Board but only if all members of the Board are present thereat with the resolution carried unanimously.
  - 2.6.4 Five (5) members of the Board shall constitute a quorum.
- 2.7 All orders and proceedings of the Board shall be entered in the books to be kept for the purpose and signed by the Chairperson and the Secretary.
  - 2.7.1 A copy of the minutes adopted by the board shall be submitted to the Town and the R.M.
- 2.8 The Park Board shall prepare and submit for the approval of the Town and the R.M., operational policies and procedures relating to the development, operations, and maintenance of the Community Park.

PARK AREA

3. The Park Board shall develop, operate and maintain that area of land designated in a Lease Agreement and signed between the Park and Saskatchewan Power Corporation, and described as follows:

- (A) All that Portion of the NE Quarter of Section 31, Township 1, Range 26, West of the 2<sup>nd</sup> Meridian, (Pt. NE 31-1-26-W2), as shown on a legal survey prepared for the purposes of the lease, and;
- (B) All that Portion of the SE Quarter of Section 6, Township 2, Range 26, West of the 2<sup>nd</sup> Meridian, (Pt. SE 6-2-26-W2), as shown on a legal survey prepared for the purposes of the lease.

3.1 Cottage sites and or other residential development is prohibited, except with the consent of the Park.

4. FINANCES

4.1 Operating Costs

The Town & the R.M. hereto agree to make annual grants for the general operations of the Park in the amounts as outlined in the table below.

4.2 Capital Contributions

Capital costs for the proposed development of the Park shall be made, up to a maximum of \$10,000 in any one year, over a period of five (5) years from the date of this Agreement as outlined in the table below:

Municipality	Annual Contributions for <u>Operating Costs</u>	Annual Contributions for <u>Capital Contributions</u>
Town of Coronach	\$1,000	\$5,000
R.M. of Hart Butte #11	\$1,000	\$5,000

4.3 Annual Work Plan and Budget

The Park Board shall annually, not later than March 31<sup>st</sup>, prepare and submit a Work Plan and Budget outlining the proposed work program for the upcoming year and requesting funding from the Town & the R.M. to carry out the said plan, if deemed necessary.

5. All parties agree to perform and do all acts necessary in order to ratify and confirm this agreement.

5.1 This agreement shall be renewable at the end of five (5) years should the participating municipalities under this agreement so desire.

Town of Coronach

  
MAYOR

SEAL



  
ADMINISTRATOR

R.M. of Hart Butte No. 11

\_\_\_\_\_  
REEVE

SEAL

\_\_\_\_\_  
ADMINISTRATOR

Certified a true copy of Bylaw No. 22004  
read a third time and adopted as a  
Bylaw of the Town of Coronach  
the 10 day of July, 2018.  
Town Administrator 