



BYLAW NO. 1411-12

A bylaw of the town of Vulcan in the Province of Alberta to establish a Recreation Area in the Vulcan District and to authorize an agreement with Vulcan County for a joint recreation committee.

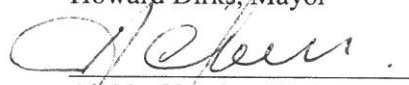
WHEREAS the Council of the Town of Vulcan desires to update the existing 1984 agreement that established the Vulcan & District Recreation Board and Bylaw No. 1005 that established the Vulcan & District Recreation Area.

NOW THEREFORE the Council of the Town of Vulcan, in the Province of Alberta, duly assembled enacts as follows:


1. That the Vulcan & District Recreation Area is hereby established and shall include the Town of Vulcan and those lands as shown on the map attached to and forming a part of this Bylaw as "Schedule A".
2. That the Joint Recreation Committee be established between the Town of Vulcan and Vulcan County as attached to and forming a part of this Bylaw as Schedule "B"
3. This bylaw shall take effect on January 1, 2013.
4. That Bylaw 1005 is hereby rescinded.

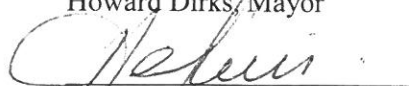
Received first reading this 17th day of December 2012


Howard Dirks, Mayor



Alcide Cloutier, CAO

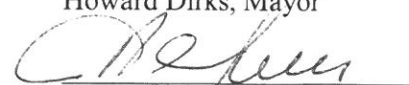
Received second reading this 17th day of December 2012


Howard Dirks, Mayor


Alcide Cloutier, CAO

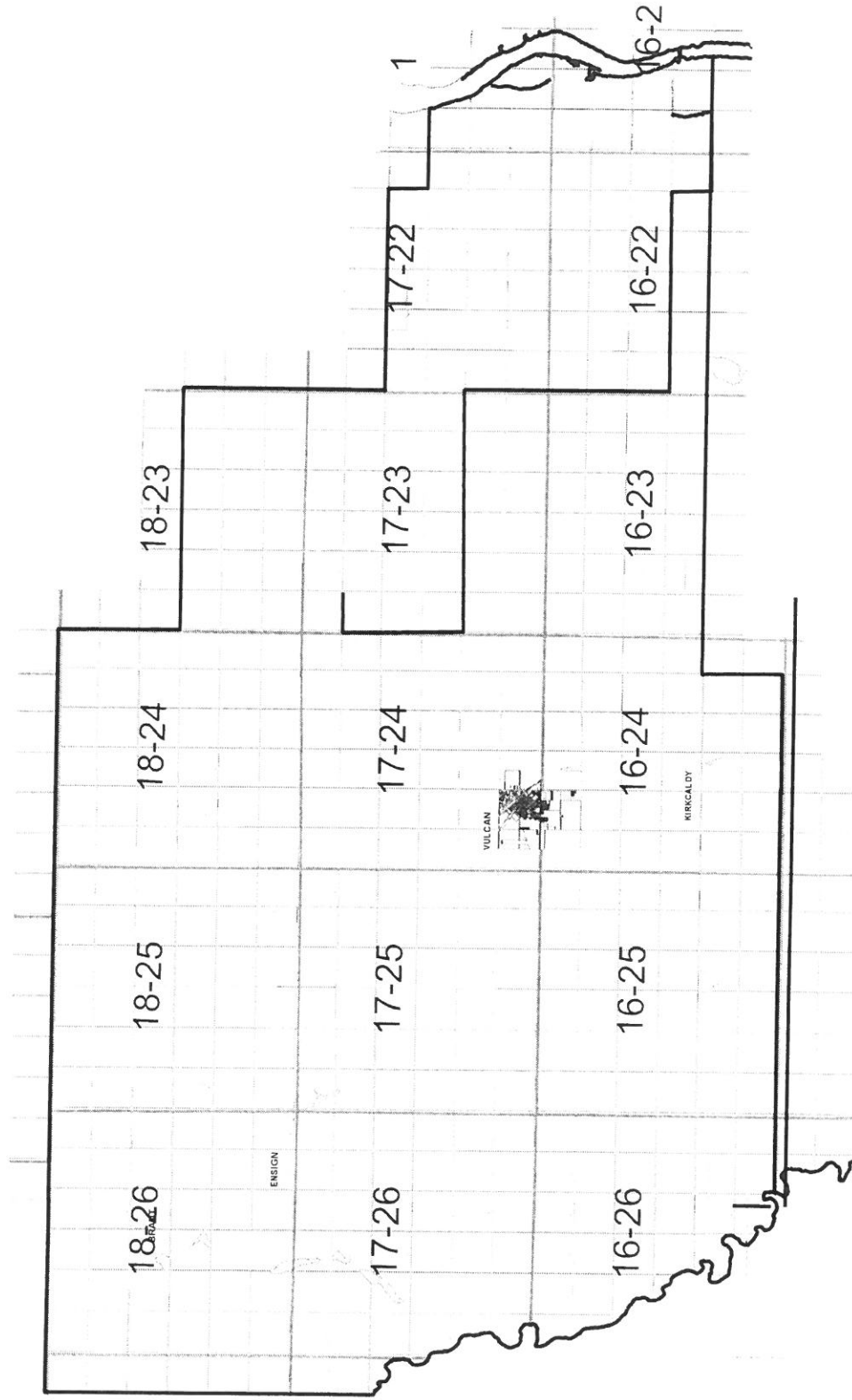
Received third reading this 17th day of December 2012


Howard Dirks, Mayor


Alcide Cloutier, CAO

Town of Vulcan Bylaw 1411-12 – Schedule “A”

Vulcan Recreation District



VULCAN AND DISTRICT AREA RECREATION COMMITTEE AGREEMENT

MADE THIS 19th DAY OF DECEMBER 2012 A.D.

BETWEEN

VULCAN COUNTY

Box 180, Vulcan, T0L 2B0

A municipal corporation in the Province of Alberta
(hereinafter called "Municipality")

PARTY OF THE FIRST PART

and

TOWN OF VULCAN

Box 360, Vulcan, T0L 2B0

A municipal corporation in the Province of Alberta
(hereinafter called "Municipality")

PARTY OF THE SECOND PART

WHEREAS the Municipalities COVENANT AND AGREE to establish the Vulcan and District Recreation Committee, hereinafter referred to as the "Committee".

AND WHEREAS the purpose of the Committee is to foster, coordinate, and promote the development, maintenance and operation of public recreation Programs; to encourage orderly development of all sport fields and public recreation facilities that are the responsibility of the municipalities.

AND WHEREAS the Committee shall be governed by and subject to the Vulcan and District Recreation Committee agreement.

NOW THEREFORE, the municipalities agree as follows;

1. Representation

(a.) The Committee shall be composed of nine members. Composition shall be as follows:

(i) one elected official appointed by each of the following Authorities:

- Vulcan County
- Town of Vulcan
- Palliser Regional School Division

(ii) the further six Members-at-Large from Vulcan County and the Town of Vulcan shall be appointed by the respective municipalities with three residents from each municipality.

2. Terms of Office

(a.) Elected and at-large representatives from the Municipalities shall be appointed as per each municipality's regulation and procedure. Recommendations from the Recreation Committee will be considered.

(b.) All at-large appointments to the Committee shall be for a term of two years. Excepting the first year where three at-large members will be appointed for one year so that the terms shall be staggered whereas one position from one of the municipalities will become vacant and one position from the other municipal cooperating authority will become vacant in the same year. This rotation of members will alternate every year. Upon completion of a term the position shall be advertised. The member who has held the position shall be eligible to re-apply.

Initial First Year

Town of Vulcan – 2 representatives – 1 year term
Town of Vulcan – 1 representative – 2 year term
Vulcan County – 1 representative – 1 year term
Vulcan County – 2 representatives – 2 year term

Second Year

Town of Vulcan – 2 representatives – 2 years
Vulcan County – 1 representative – 2 years

Third Year

Town of Vulcan – 1 representative – 2 years
Vulcan County – 2 representatives – 2 years

(c.) Terms of office for Members-at-Large shall alternate so that a maximum of three positions shall be renewed each year.

(d.) Members-at-Large absent from two consecutive meetings or from three or more meetings in a one year period shall forfeit their office, unless such absences are authorized by Resolution of the Committee and entered in the minutes.

(e.) Any member of the Committee may resign at any time by sending appropriate written notice to the Chairman of the Committee and the municipality they represent. In the event of a vacancy the appointment of a successor shall be to the conclusion of the original term.

3. Conduct of Meetings

(a.) A Chairman and Vice-Chairman of the Committee shall be chosen by the membership attending the first regular meeting following the organizational meeting of the municipalities. These positions are to be selected from Members at-large.

(b.) Regular meetings of the Committee shall be held at least once a month. Special meetings may be called by the Chairman whenever considered it expedient to do so or when request in writing by a majority of the Committee Members. Verbal or written notice shall be given to the Committee Members not less than 24 hours prior to the meeting.

(c.) A quorum of the Committee shall be a simple majority of the Committee.

(d.) The Chairman shall vote on all questions. In the event of a tie, the motion shall be lost.

(e.) The Committee Secretary shall record in writing minutes of all regular meetings and special meetings. Draft copies of all minutes shall be forwarded to the Municipalities and each member of the Committee within 72 hours after the meeting.

4. Powers of the Committee

(a.) The Committee will have the power, in recreational matters to make rules and regulations, and to formulate policies

(b.) The Committee may recommend that the Municipalities enter into Joint Use and/or Maintenance Agreements.

(c.) The programming of all sport fields, and recreation facilities shall be the responsibility of the Committee. (see Schedule A).

(d.) The Committee shall take measures to recommend that physical development and maintenance of the sports fields and recreation facilities, meets with the overall recreational needs of the citizens within the boundaries of the Municipalities.

(e.) The Committee may appoint "Sub-Committees" who need not be members of the Committee, to deal with any special matters coming within the scope and jurisdiction of the Committee.

(f.) The Committee may also appoint representatives to other Committees & Boards as listed in Schedule "B". Appointments to any other Committees or Boards are subject to approval from the municipalities.

(g.) The Committee shall hear and consider presentation by any individual, organization or delegation of citizens with respect to sport fields and recreation facilities. The Committee may recommend actions to be taken arising therefrom if deemed to be in the general interest of the community.

(h.) The Committee will receive all requests for funding from any recreational program or non-Town owned/operated facilities within the Vulcan and District Region. The Committee will then review the requests and make recommendations to the Municipalities as to where funding should be allocated. The Committees recommendations shall be submitted to the Municipalities by October 15th of each calendar year.

5. Administration

(a.) The Town of Vulcan shall be the administrating entity for the Committee functions. Directly attributable costs for recreation programming administration will be included within the Recreation Committee's budget.

(b.) Staff support for the Committee shall come from Town of Vulcan staff and costs for the staff shall be included in the estimated budget.

6. Finances

- (a.) By no later than October 15th of each year, the Committee shall submit to the Municipalities a budget of estimated expenditures and revenues for the following year. This proposed budget shall address all matters over which, under the terms of the Agreement, the Committee has jurisdiction. Each municipality shall consider the proposed budget and independently determine approval of their proposed share.
- (b.) The Committee is totally responsible for the budget, as ratified by the Municipalities. An application for change to the budget must be made to the Municipalities and agreement reached before the change takes effect.
- (c.) The Committee shall not have the power to pledge the credit of the Municipalities beyond expenditures approved in the current budget.
- (d.) All monetary grants from any and all outside sources for operations or projects may be recommended by the Committee to the Municipalities or Community Groups.
- (e.) The municipalities shall in each year contribute to the Recreation Committee budget as per their own internal processes.
- (f.) Should a municipality choose to terminate the agreement they shall be required to contribute their share of net operating costs for the next budget year. Also see Termination of Agreement herein section 9.
- (g.) Notwithstanding clause (f), in the event that a capital project was approved by the Municipalities where long term commitments were required, or funds were debentured, contribution to the long term commitment and/or the share of the debenture costs shall survive the termination of this agreement, excluding operational costs.
- (i.) This section 6 is in effect for the 2013 year. During 2013, the municipalities will review funding allotments for 2014 and beyond.

7. Capital Development

- (a.) The Committee shall participate in the development of a Ten Year Capital Plan.
- (b.) All regional recreation facilities will be planned in consultation with the Committee.
- (c.) The Town will be responsible for the development of recreation projects within the Town.

8. Amending Regulations

- (a.) Any of the Municipalities may propose amendments to this Agreement. Proposed amendments must be approved by each of the Municipalities. Once approved amendments shall become effective immediately.
- (b.) The Municipalities agree that this agreement shall be reviewed on a bi-annual basis to ensure that it is updated when appropriate.

9. Termination of Agreement

(a.) The following outlines the procedure to be used in the event that any of the Municipalities decide to withdraw from this Agreement.

- (i) Letter of Intent to Withdraw provided to the municipality by, December 31st of the calendar year preceding the last year of involvement.
- (ii) Opportunity for discussion of withdrawal between the Municipalities.
- (iii) Notice of Decision to Withdraw sent to other Municipalities by Authority withdrawing by February 28th of the last calendar year of involvement.
- (iv) Following Notification of Decision to Withdraw the Municipalities shall be required to adhere to clause 6, Finances, in this agreement.

This Agreement is in effect from the date signed and shall continue in effect until amended or terminated and cancels the Agreement of July 1984.

IN WITNESS WHEREOF each of the Municipalities has hereunto caused its Corporate Seal to be affixed under the hands of its proper officers on its behalf, and each officer has set his hand and seal, on the days and years hereunder written.

Signed, sealed and delivered on behalf

of the Town of Vulcan this 19

day of December A.D, 2012.

SEE ORIGINAL AGREEMENT FOR SIGNATURE

Mayor

SEE ORIGINAL AGREEMENT FOR SIGNATURE

Chief Administrative Officer

Signed, sealed and delivered on behalf

of Vulcan County this 19

day of December, A.D, 2012.

SEE ORIGINAL AGREEMENT FOR SIGNATURE

Reeve

SEE ORIGINAL AGREEMENT FOR SIGNATURE

Chief Administrative Officer

SCHEDULE A

- Vulcan Arena – ice and dry land
- Virginia Mitchell Ball Diamonds
- Conoco Philips Sports Field – including track and rugby field
- Baseball Diamond by CCHS
- Beach Volleyball Court by swimming pool
- Lions Swimming Pool
- Skate Board Park
- Lewis Ware Pavilion
- Ball Diamond – Allen Acres
- Rodeo Grounds
- Kinettes Walking Path
- Kinsman Ball Diamond

Vulcan County Bylaw 2012-41 – Schedule 'B'
SCHEDULE „

List of Other Committees & Boards to which the Committee may appoint representatives:

- Joint Use Facility Agreement Committee with Palliser Regional School Division
- Spock Days
- Vulcan Tin Man
- Recreation Facility Committee
- Kid Sport
- Culture & Active Living