

BYLAW NO. 2023-8

LAMPMAN RECREATION BOARD BYLAW

A BYLAW OF THE RURAL MUNICIPALITY OF BROWNING NO. 34, IN THE PROVINCE OF SASKATCHEWAN, BEING A BYLAW TO ESTABLISH THE LAMPMAN RECREATION BOARD AND TO PROVIDE JOINT FUNDING OF RECREATION FACILITIES

The Council of the Rural Municipality of Browning No. 34 in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Browning No. 34 is hereby authorized to enter into an agreement, attached hereto and forming part of this Bylaw, and identified as Exhibit "A" with the following municipalities:
Town of Lampman
2. The Reeve and Administrator of the Rural Municipality of Browning No. 34 are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".
3. This Bylaw shall come into effect immediately following passing.
4. Bylaw No. 2014-3 is hereby repealed.

INTRODUCED AND READ A FIRST TIME THIS 2ND DAY OF NOVEMBER, 2023.

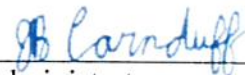
READ A SECOND TIME THIS 2ND DAY OF NOVEMBER, 2023.

READ A THIRD AND FINAL TIME ON THE UNANIMOUS CONSENT OF THE
COUNCIL PRESENT THIS 2ND DAY OF NOVEMBER, 2023.



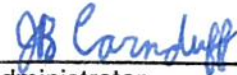


Reeve



Administrator

Certified a true copy of Bylaw No. 2023-8
passed by resolution of the Council present
at their regular meeting on November 2, 2023



Administrator

THIS AGREEMENT MADE IN DUPLICATE THIS 15 DAY OF November 2023.

BETWEEN:

RURAL MUNICIPALITY OF BROWNING NO. 34
of Lampman, in the Province of Saskatchewan;

and

TOWN OF LAMPMAN
of Lampman, in the Province of Saskatchewan;

LAMPMAN RECREATION BOARD AGREEMENT

1. In this Agreement including this section:
 - a. **Board** means the Lampman Recreation Board
2. The purpose of the Board is to ensure that all citizens have the opportunity to participate in a variety of leisure activities in the areas of sport, culture, and recreation at a reasonable cost.
3. The function of the Board shall be:
 - a. To manage and operate the following areas and facilities:
 - i. Recreation Complex located on Parcel Y Plan 67R40558 and Parcel Z Plan 70R12891 including the Skating Rink, Curling Rink, Swimming Pool, Ball Diamonds, Sports Grounds, Campground, and any other facilities operated by the Board from time to time.
 - ii. To manage and operate the Lampman Golf Course located on Parcel E Plan 102404382.
4. The Board shall consist of thirteen (13) members:
 - a. Three (3) members of the Council of the R.M. of Browning No. 34 to be appointed by resolution of Council;
 - b. Three (3) members of the Council of the Town of Lampman to be appointed by resolution of Council;
 - c. The Recreation Director as appointed by the Board;
 - d. One (1) member of each of the following committees as appointed by their committee:
 - i. Lampman Curling Club
 - ii. Lampman Minor Sports
 - iii. Kitchen Committee
 - iv. Lampman Golf Club

v. Lampman Community School

5. The terms of office of the Board shall be one (1) year.
6. The Board during its first meeting of the year shall appoint one (1) Board member as the chairperson.
7. The Board shall hire and appoint a Recreation Director for the Lampman Recreation Board. The Recreation Director is appointed as the Administrator of the Board, and is responsible enacting the overall operations of the Board.
8. In the event that the Recreation Director is unable to act, the Board shall appoint either the Administrator of the R.M. of Browning No. 34 or the Administrator of the Town of Lampman as acting Recreation Director
9. The signing authority for the board shall be the Recreation Director, or the Administrator of the R.M. of Browning No. 34, or the Administrator of the Town of Lampman, and a Councillor of the R.M. of Browning No. 34, or a Councillor of the Town of Lampman.
10. Only members of the Board that are members of the Council of the R.M. of Browning No. 34 or the Council of the Town of Lampman shall vote on resolutions presented at board meetings.
11. The duties of the officers shall be as follows:
 - a. Chairperson
 - i. To preside over all Board Meetings and Citizen Meetings.
 - ii. To call Special Meetings.
 - b. Recreation Director
 - i. To keep record of all meetings of the Board.
 - ii. To bring to the attention of the Board all correspondence concerning the Board.
 - iii. To receive all monies in the financial accounts of the Board.
 - iv. To pay all accounts of the Board.
 - v. To prepare financial reports as required by the Board.
 - vi. To prepare a monthly list of expenses and revenues to be presented to the Board.
 - vii. To prepare financial records at year end (December 31) for the annual audit of the Board.
 - viii. To enact all resolutions carried by the Board.
12. The Board shall deal with vacancies and disqualification of members in the following way:

- a. The seat of a member of the Board who absents themselves from three (3) consecutive meetings without authorization by resolution of the Board shall become vacant or their seat becomes vacant by death, sickness, or otherwise.
 - b. The seat of a member shall become vacant upon receipt of a written notice of resignation to the Recreation Director.
 - c. The Recreation Director shall notify the appropriate municipality or Committee of the vacancy, and in the case of the vacancy of the Recreation Director, the Chairperson shall notify the R.M. of Browning No. 34 and Town of Lampman of the vacancy, and a new Recreation Director shall be appointed at the following meeting.
 - d. The Council of the municipality affected by a vacancy shall by resolution appoint a new member to the Board.
13. Four (4) Councillors consisting of a minimum of two (2) Councillors of the R.M. of Browning No. 34 and a minimum of two (2) Councillors of the Town of Lampman shall constitute a quorum.
14. The Board shall meet once a month and additionally when required as called by the Chairperson or Recreation Director. In the event that a meeting cannot be held on the set date, a rescheduled meeting will be set for the following week. If a meeting cannot be held within one (1) week of the original date, a meeting may be conducted by electronic means if:
 - a. Notice of the meeting will be given to the public;
 - b. The facility will enable the public to at least listen to the meeting at a place specified in the notice and the Recreation Director is in attendance at that place;
 - c. The facility permits all participants to communicate adequately with each other during the meeting;
 - d. Members of the Board participating by electronic means are deemed to be present at the meeting.
15. All actions of the Board shall be entered into a minute book to be kept for that purpose by the Recreation Director and signed by the Chairperson and Recreation Director.
16. The Board shall be responsible to the Council of the R.M. of Browning No. 34 and the Council of the Town of Lampman, and the Board's powers and duties shall be as follows:
 - a. The Board shall establish goals and objectives.
 - b. The Board shall before the May meeting of the Board prepare a budget being an estimate of its proposed revenue and expenditures for the current calendar year operations.
 - c. The Board shall manage, control, and operate the following:
 - i. Lampman Recreation Complex;
 - ii. Lampman Swimming Pool;
 - iii. Lampman Sports Grounds;

- iv. Lampman Golf Course;
 - v. Lampman Campground;
 - vi. any other areas and/or facilities that may arise in the area of recreation.
- d. Ensure that all recreational facilities are kept in order and that all facilities are adequately insured.
- e. To set up and supervise Committees for any and all purposes the Board may deem necessary with such powers as the Board may assign. Standing Committees of the Board shall be:
- i. Kitchen
 - ii. Curling Club
 - iii. Golf Course
 - iv. Minor Sports
 - v. Swimming Pool
- f. To manage and control all funds received from operations of the grounds, facilities, and committees under the Board's jurisdiction.
- g. To pay all expenses arising from operation of areas, facilities, and programs under the Boards jurisdiction.
- h. To control and manage all equipment acquired by the Board.
- i. To purchase material, supplies, and equipment required for the operation and maintenance of areas, facilities, and programs.
- j. To set fees for rental, admissions and other financial arrangements entered into for the use of these areas, facilities, and programs operated by the Board.
- k. To employ personnel for maintenance and operations of the recreational complex, swimming pool, sports grounds, golf course, campground, and park areas and to define the duties and fix remuneration for such employees.
- l. To make recommendations to the Council of the R.M. of Browning No. 34 and the Council of the Town of Lampman on the following:
- i. regarding such matters as amendments to this agreement;
 - ii. alteration of areas, facilities, and equipment to improve use or management;
 - iii. insurance coverage;
 - iv. required improvements;
 - v. other matters which may arise from time to time.
17. The parties to this agreement agree to provide financial contributions in the amounts further provided in this agreement towards the costs of operating the recreation facilities previously mentioned in the agreement.

18. The Parties to this agreement agree that the amounts referred to in Section 16 above shall be provided as follows

PROVIDERS	AMOUNTS PROVIDED
R.M. of Browning No. 34	50% of annual operating deficit up to \$40,000
Town of Lampman	50% of annual operating deficit up to \$40,000

19. Any amounts of financial contribution in the event of a deficit above \$80,000 shall be reviewed by each respective Council.
20. It is agreed that the amounts payable by the R.M. of Browning No. 34 and the Town of Lampman be paid to the Board upon receipt of the monthly deficit invoice received from the Recreation Director.
21. The R.M. of Browning No. 34 and the Town of Lampman reserve the right to refuse payment for invoices and expenses that cannot be proven without reasonable doubt to pertain to the activities permitted under this agreement.
22. The Recreation Director shall provide documentation and accounting necessary to substantiate the amount of funds expended upon the recreation facilities mentioned in this agreement, such documentation to be provided following on the minimum of a monthly basis.
23. The Board shall employ personnel for the maintenance and operations of the recreation facilities.
24. For all fiscal and legal purposes, the recreation employees shall be employees of the Town of Lampman and administered by the Town.
25. The Board shall keep proper records of the costs that they incur and pay for the employees. Those records shall be made available to the R.M. of Browning No. 34 and the Town of Lampman to review at any time during business hours.
26. It is agreed that the percentage each party pays for the recreation employees shall be reviewed annually by December 31 of each year.
27. The RM shall not be responsible or held liable for any loss, damage or injury to persons or property (including for greater certainty of the RM) occasioned by any act or omission or default of a Town member of Council. The Town agrees to indemnify and save harmless the RM from and against any and all liabilities, damages, costs, claims, suits, legal fees, and actions occasioned by any such act or omission or default of any Town member of Council. For greater certainty, and without limiting the generality of the foregoing, the Town shall be responsible, and indemnify, and save harmless the RM, for one hundred (100%) percent of any legal fees incurred in connection with any acts, omissions, or defaults of a Town member of Council whether or not an action is commenced in connection thereto.
28. The Town shall not be responsible or held liable for any loss, damage or injury to persons or property (including for greater certainty of the Town) occasioned by any act or omission or default of a RM member of Council. The RM agrees to indemnify and save

harmless the Town from and against any and all liabilities, damages, costs, claims, suits, legal fees, and actions occasioned by any such act or omission or default of any RM member of Council. For greater certainty, and without limiting the generality of the foregoing, the RM shall be responsible, and indemnify, and save harmless the Town, for one hundred (100%) percent of any legal fees incurred in connection with any acts, omissions, or defaults of a RM member of Council whether or not an action is commenced in connection thereto.

29. Where the RM or Town requires legal advice in connection with an act, omission, or default of any person for whom falls under this Agreement (which for greater certainty does not include a RM Council member or a Town Council member), the RM or Town, as the case may be, must provide written notice to the other that it will seek legal advice, which must include a general description of the circumstances in connection with which legal advice will be sought. Upon such written notice being given, the RM and Town shall jointly engage legal counsel and shall each be required to pay fifty (50%) percent of the legal fees incurred in connection with the matter described in the written notice. The municipality that gives such notice to the other municipality that legal advice is required is entitled to select the legal counsel and shall be responsible for the prompt payment of any invoices received for the provision of legal services, and that municipality shall be entitled to seek reimbursement for fifty (50%) percent of the legal fees paid from the other municipality, which reimbursement shall be due and payable upon receipt of a copy of the invoice for the legal services provided. For greater certainty, this Section applies in all cases where the person potentially liable is a person for whom falls under this Agreement, regardless of whether the potential damages or liabilities are owed to an employee of the Town, an employee of the RM, or an employee of both the RM and Town.
30. It is understood and agreed that this agreement shall be continuous, but the agreement may be terminated by either the R.M. of Browning No. 34 or the Town of Lampman giving one hundred eighty (180) days notice.
31. This agreement shall be binding on the parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF the RM by the hands of its proper officers has affixed its hand and seal this 2 day of November, 2023

RURAL MUNICIPALITY OF BROWNING NO. 34



Per: [Signature]
Reeve

Per: GB Cornduff
Administrator

IN WITNESS WHEREOF the Vendor by the hands of its proper officers has affixed its hand and seal this 15 day of November, 2023

TOWN OF LAMPMAN



Per: [Signature]
Reeve

Per: [Signature]
Administrator