



# BY-LAW

2014-83


**BY-LAW TO AUTHORIZE THE SIGNING OF AN AGREEMENT  
WITH THE CORPORATION OF THE  
TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH FOR THE  
LUCKNOW & DISTRICT JOINT RECREATION BOARD**


**WHEREAS** the Council for the Corporation of the Township of Huron-Kinloss deems it expedient to adopt a new agreement with the Township of Ashfield-Colborne-Wawanosh for the administration of the Lucknow and District Joint Recreation Board concerning an increase in the fees in Section 5.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS ENACTS AS FOLLOWS:**

- 1.0 That The Corporation of the Township of Huron-Kinloss enter into a new agreement with The Corporation of the Township of Ashfield-Colborne-Wawanosh which is attached as Schedule "A" to this By-Law.
- 2.0 The execution by the Mayor and Clerk of the said Agreement dated September 17<sup>th</sup>, 2014 between The Corporation of the Township of Huron-Kinloss and The Corporation of the Township of Ashfield-Colborne-Wawanosh is hereby authorized, ratified and confirmed.
- 3.0 This by-law shall come into full force and effect upon final passage.
- 4.0 This by-law may be cited as the "Lucknow & District Joint Recreation Board Agreement 2014 By-Law".

**READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED** this 20<sup>th</sup> day of October, 2014.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

**LUCKNOW & DISTRICT JOINT RECREATION BOARD AGREEMENT**

THIS AGREEMENT, made this 17th day of September 2014

BETWEEN

The Corporation of the Township of Huron-Kinloss  
(Hereinafter called the party of the first part)

And

The Corporation of the Township of Ashfield-Colborne-Wawanosh  
(Hereinafter called the party of the second part)

**WHEREAS** the Parties hereto have previously by means of contribution from the Municipal Councils of the Parties; donations and/or subscriptions made by the rate payers of the parties; (voluntary efforts and labours of various citizens' groups or clubs whose members are rate payers of the said Parties;) maintained and operated certain facilities know as the Lucknow and District Sports Complex, Swimming Pool, Caledonia Park Ball Diamond, Kinsmen Ball Diamond, Kinsmen Soccer Field, and Dungannon Ball Park;

**AND WHEREAS** programs of recreation are carried on at the aforementioned facilities;

**AND WHEREAS** the Municipal Act, R.S.O. allows Municipalities to enter into Joint Board agreements;

**AND WHEREAS** the Parties now deem it necessary and desirable to enter into formal agreement for the management and operation of the above recreation facilities and to assign the responsibility for the management of recreation programs at the said community recreation facilities;

**NOW THEREFORE WITNESSED** in consideration of the mutual terms and conditions hereinafter set forth, the parties covenant and agree as follows:

1. That, pursuant to the Municipal Act, R.S.O., a joint Board of Management be established to manage joint recreation programs and the facilities they require and this Board of Management shall be known as the Lucknow and District Joint Recreation Board hereinafter referred to as "the Board".
2. The Board shall be appointed annually as follows:
  - a. Three members of the Council of the Township of Huron-Kinloss as designated by the Council of the Township of Huron-Kinloss
  - b. Three members of the Council of the Township of Ashfield-Colborne-Wawanosh as designated by the Council of the Township of Ashfield-Colborne-WawanoshBoard members shall commence their annual terms of office on January 1<sup>st</sup> of each year.
3. Appointments of Council to the Board and replacement appointments for any reason are the exclusive right of the Councils of the respective participating municipalities. The Council of a municipality may designate another member of the Council to act as alternative representative to attend the meetings of the Board in the absence of appointed members. The alternative representative shall have voting rights.
4. The Board shall appoint, at the first meeting of each year, a chairperson, on a rotating basis, i.e. Huron-Kinloss, Ashfield-Colborne-Wawanosh.

5. The Board shall appoint a Secretary-Treasurer, who shall be an employee of the Corporation of the Township of Ashfield-Colborne-Wawanosh. The Corporation of the Township of Ashfield-Colborne-Wawanosh shall be the Board's Treasurer and will provide administrative assistance to the Board. These services will be at a cost up to \$5,000 to the Board. The auditor for the Municipality employing the Board's Treasurer shall audit the accounts of the Board and shall submit copies of the annual statements and their report to the Board.
6. The authority, duties and responsibilities of the Board shall be as follows:
  - a. To hold regular monthly meetings, or more often at the call of the Chairperson or Past-Chairperson when acting for the Chairperson, or at the request of a majority of Board Members. Notification must be given at least 24 hours in advance. ALL MEMBERS shall be notified of meetings whether regular or special.
  - b. To conduct all meetings under an agreed upon form of Parliamentary Procedure and Rules of order.
  - c. All parties to this agreement be represented by 4 members which will constitute a quorum. The Chairperson shall have a vote on any and all matters. A tie vote shall defeat the motion.
  - d. The Board shall encourage, assist, and where necessary, conduct the programs of recreation, which will meet the needs, and interests of the inhabitants of the Municipalities. Such programs shall include the social, cultural and physical aspects of recreation as applied to each age group, both male and female. The Board will at all times keep the inhabitants of the Municipality aware of the recreation opportunities which are available and will continually interpret to the public the total community program of recreation.
  - e. The Board may hire such properly trained and qualified personnel as may be required for the operation and maintenance of the Community Recreation facilities and programs at such rates as are in accord with the estimates as approved annually by the participating municipalities. As well, the Board may, at its direction, tender any portion or all of the operation and/or maintenance duties. Subject to the prior approval of Council for the Township of Ashfield-Colborne-Wawanosh.
  - f. To determine the duties and responsibilities of the authorized employees and to provide for their supervision, promotion, demotion, discipline, and for the discharge of such employees. Duties and responsibilities to be laid out in a written job description signed by the employee and reviewed annually on or near anniversary date. Subject to the prior approval of Council for the Township of Ashfield-Colborne-Wawanosh.
  - g. To develop and regularly review a policy and procedures manual which establishes programs and the policies, rules and regulations for the use of equipment, buildings and property under the care, custody and control of the Board; to be responsible for all policies, rulings, and regulations relating to the administration of the Recreation Programs and facilities which are conducted directly by the Board or employees, and rules and regulations pertaining to the proper conduct of such Community Recreation Programs subject to the approval of all councils of the participation municipalities.
  - h. To prepare, annually, an estimate of operating revenues and expenditures for submission to and approval by each of the participating Municipal Councils and to make to the Council full and complete annual and other reports as require. All parties to the agreement must unanimously approve the Board's Estimates as submitted or as amended.
  - i. To review annually the rates and fees for all programs and the terms and conditions of any rental agreements.

- j. To annually inquire into and ensure that each of the parties to this agreement is appropriately protected by a policy of insurance providing protections against risks resulting from the use and operation of any of the Community Recreation Facilities and Programs and further that the buildings, equipment and facilities entrusted to the care, custody, and control of the Board are properly protected against physical loss or damage by appropriate policies of insurance.
  - k. To ensure that proper tendering and purchasing procedure are followed for the acquisition of equipment, goods, and services.
  - l. To ensure that proper records are kept, especially pertaining to registration, the number of participants in each program, and the use of the facilities, and such records shall be presented regularly to the Board.
  - m. To ensure that proper and adequate controls are in effect for the receipt of and accounting for all revenues.
  - n. To regularly review all financial transactions and compare to the budget approved under item (h) above.
  - o. To submit a copy of the Board's annual audited financial statement to the Council of each participating municipality immediately following review of the statement by the Board.
  - p. To ensure that all participating Councils receive copies of the Minutes of all Committee meetings and of all quarterly financial statements, and to promptly report to the Council of each participating municipality, in writing, on any event which may cause a substantial adverse effect on financial results.
  - q. To submit an annual report to the Councils of the participating municipalities on activities of the Board for the previous year. Such report to accompany the Board's annual submission of its estimates for ensuing year.
  - r. To guide those assigned responsibility for the day-to-day operation and management of the Community recreation. Programs and facilities in the interpretation and application of policies, rules and regulations as established by the board.
7. The Board shall not have its own bank account. All deposits and payments will be made through the Municipal Treasurer or the Township as required by the Municipal Act.
8. The Board shall obtain approval from the Councils of each of the participating municipalities before commencing the solicitation of funds or the conducting of fund raising projects for either operating or capital projects.
9. The annual operation deficits or surpluses resulting from the use and operation of community recreation facilities and all other recreation programs plus approved capital projects shall be shared on the following % subject to condition to the agreement.
- |  |            |
|--|------------|
| a. Corporation of the Township of Huron-Kinloss              | 50%        |
| b. Corporation of the Township of Ashfield-Colborne-Wawanosh | <u>50%</u> |
| Total  | 100%       |
10. The cost of all future capital additions, replacements or improvements shall be shared on the above percentages in #9 between the parties and shall be agreed upon in writing by the municipal councils before commencement of any capital work or project not included in the annual operating estimates.
11. Each participating municipality shall make to the Treasurer of the Board quarterly payments towards its share of the cost any estimated deficit for the current year.

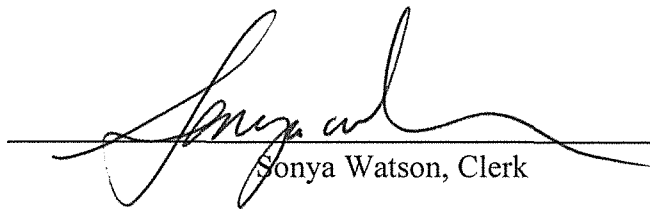
12. Each party to the Agreement shall be charged or credited with its agreed upon share of any deficit or surplus resulting from operations of the previous year as determined by the annual audited statements. Any under or overpayment toward the surplus or deficit of the previous year shall be calculated and set off against payment due for the next succeeding year.
13. The parties shall review the basis upon which costs are shared under the provisions of the agreement hereto every four years or more frequently as all of the parties may mutually agree upon. Any change in the formulas for cost sharing must be with the consent of all parties and will be effective on the first of January of the next following year.
14. In carrying out the provisions of this agreement, the Board shall, at all times, be the agent of the participating municipalities and while acting bonafide within the limits of the authority of this agreement, neither the Board nor any member thereof, shall incur any liability be reason of anything done or left undone by the Board, provided, however, that nothing in the paragraph contained shall authorize or empower the Board to incur any debt, liability or obligation for which their municipalities shall become liable, without having previously obtained the consent for the Councils of the participating municipalities.
15. This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and respective assigns. This Agreement may be canceled at any time upon the unanimous consent of all parties. Any individual party wishing to withdraw from this Agreement may do so upon presenting one year's written notice of intent, beginning December 31<sup>st</sup> of the year in which notice is give.

IN WITNESS WHEREOF the parties hereto have hereunder affixed their Corporate Seals and Signatures of their respective officers.

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS



\_\_\_\_\_  
Mitch Twolan, Mayor



\_\_\_\_\_  
Sonya Watson, Clerk

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH



\_\_\_\_\_  
Ben Van Diepenbeek, Reeve



\_\_\_\_\_  
Mark Becker, Administrator/Clerk-Treasurer