BYLAW NO. 3 - 2015

A BYLAW OF THE RURAL MUNICIPALITY OF MOOSE MOUNTAIN NO. 63 FOR THE PURPOSE OF ENTERING INTO AN INTER-MUNICIPAL CAPITAL RECREATION FUNDING AGREEMENT

The Council of the Rural Municipality of Moose Mountain No. 63
in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be referred to as the "Carlyle & R.M. No. 63 Capital Recreation Funding Agreement".

2. In this bylaw:
   a.) *"R.M."* shall mean the Rural Municipality of Moose Mountain No. 63;
   b.) *"Town"* shall mean the Town of Carlyle

3. The Rural Municipality of Moose Mountain No. 63, is hereby authorized to enter into an agreement with the Town of Carlyle, for the purpose stated within the agreement.

4. The agreement is attached hereto and forms a part of this bylaw, and is identified as Appendix "A".

5. This bylaw shall come into force and take effect on the day of the final passing thereof.

[redacted] Read a first time this 10th day of August, 2015.
Deputy Reeve

Read a second time this 10th day of August, 2015.

[redacted] Read a third time and adopted this 10th day of August, 2015.
Administrator

RURAL MUNICIPALITY OF MOOSE MOUNTAIN NUMBER 63 INCORPORATED 1912 SASKATCHEWAN (S.E.A.L.)

[redacted] Certified a True Copy of Bylaw No. 3-2015
Reeve Deputy

[redacted] Adopted by Resolution of Council on the 10th
Administrator

Day of AUGUST, 2015

RURAL MUNICIPALITY OF MOOSE MOUNTAIN NUMBER 63 INCORPORATED 1912 SASKATCHEWAN

"Appendix A"
To Bylaw No. 3-2015

TOWN OF CARLYLE

&

R.M. OF MOOSE MOUNTAIN NO. 63

CAPITAL RECREATION FUNDING AGREEMENT

THIS AGREEMENT SHALL BE REFERRED TO AS THE CARLYLE & R.M. NO. 63 CAPITAL RECREATION FUNDING AGREEMENT

THIS AGREEMENT made in duplicate this **5th** day of **August**, 2015,

BETWEEN:

THE TOWN OF CARLYLE
P. O. Box 10
Carlyle, Saskatchewan
S0C 0R0
(hereinafter called "the Town")

OF THE FIRST PART

-and-

THE RURAL MUNICIPALITY OF MOOSE MOUNTAIN NO. 63
P. O. Box 445
Carlyle, Saskatchewan
S0C 0R0
(hereinafter called "the R.M.")

OF THE SECOND PART

WHEREAS the Town and the R.M. shall form a "Recreation & Culture Foundation".

AND WHEREAS the Town and the R.M. wish to establish an agreement providing financial assistance for Capital expenditures for recreation and cultural facilities and organizations.

AND WHEREAS the Town and the R.M. shall share in the costs as stated in the agreement.

AND WHEREAS the parties acknowledge that they will collaborate and work together;

NOW THEREFORE, the Parties agree:

Definitions

1. Capital Assets - Are non-financial assets having a physical substance that:
   - Have a useful life extending beyond a period of one year,
   - Are used on a continuing basis in the facilities' operation,
   - Are not to be used for re-sale in the ordinary course of operation,
   - May be renovations or additions to existing assets which will extend the useful life of the asset or improve the quality of the existing asset.

2. Reserve Fund - An account established to fund major future capital projects.
   - The fund shall not be accessible until it has accumulated a $100,000.00 balance. The fund shall only be used for projects exceeding $200,000.00.

Structure

1. The Foundation shall consist of the Town Council and R.M. Council or members thereof.

2. A Recreation & Culture Chairperson shall be a member of the Foundation appointed by the Foundation. The appointment of Chairperson shall be a one year term, alternating between the Town of Carlyle and the R.M. of Moose Mountain No. 63.

3. Signing authority of the Foundation shall consist of one member from the Town of Carlyle and one member from the R.M. of Moose Mountain No. 63.

4. Recreation and cultural organizations interested in receiving funding are required to submit to the chairperson, an application, including a capital budget detailing the project's purpose, design and cost. The report will then be reviewed by the Recreation and Cultural Foundation.

5. In addition, a "future capital project" may be submitted indicating a capital asset which would be purchased in the future and a report on current assets or facilities which may be in need of major repair and/or replacement.

6. Applications for funding must be submitted on a form provided by the Foundation.

7. Reserve funded projects may only be applied for projects exceeding $200,000.00.

8. The Foundation will review all applications and prioritize all projects. Approval in principle will be provided to the successful applicant(s) for a specified amount.

9. Notwithstanding Clause #11 of this agreement, progress payments may be considered on paid invoices prior to the completion of the project. The amount of progress payment will be limited to the pre-determined allocated amount.

10. The Foundation's Capital Fund allocation shall be limited to a $5,000.00 maximum per group per year.
    Discretion shall be left to the Foundation to allocate additional funding if there are fewer applications than funds at the end of each fiscal year.

11. Organizations may only apply for one grant (Capital or Reserve), in one application year.

12. When the project is completed, the applicant shall then submit a financial statement including all paid invoices. Upon final review of the completed project(s), a distribution of funds will be made in accordance with the approved amount of funding.

13. Any surplus of funds resulting from completed projects, may be reallocated to an approved project at the Foundation's discretion or be placed in the reserve fund.

14. Applications will be accepted during the year for two deadline dates:
    → Application deadline ending March 31st,
    → Application deadline ending September 30th.

15. The Foundation shall meet during April, June, October and December.

Funding

1. The Recreation & Culture Foundation shall be funded by the Town and the R.M.

2. Money allocated by the Foundation shall be matching funds to a maximum of 50%.

3. The amount of grant provided will be based on the actual amount of expenditures.

4. The total dollar amount shall be established by the Foundation each year and submitted to the Town and the R.M. for approval by their respective Councils.
   → The "Foundation" shall establish an amount of ***$250,000.00*** to be allocated over a period of five years, commencing with the year ***2015*** and concluding in the year ***2019.***

5. The "Foundation" shall allocate the total amount in clause (4) above in the following manner:
   → ***60 %*** shall be allocated annually to specific capital projects,
   → ***40 %*** shall be allocated annually to a "reserve" account to be used for future capital Projects.

6. Of the total amount committed each year:
   → ***50 %*** shall be paid by the Town and,
   → ***50 %*** shall be paid by the R.M.

7. Any annual surplus of funds accumulated by the Foundation shall remain with the Foundation and form part of:
   - the next year's annual allocation or,
   - the reserve account to be used for future capital projects.

8. In the event the Foundation shall cease operations, the remaining funds shall be disbursed equally between the Town of Carlyle and the R.M. of Moose Mountain No. 63.

Term of Agreement

1. The agreement shall be reviewed in five years in accordance with Section (Funding 4.) above. This agreement may be reviewed at any time upon request of either party.

EXECUTED FOR THE TOWN this 19 day of August, 2015.

TOWN OF CARLYLE

[redacted]

Mayor

[redacted]

Chief Administrative Officer

SEAL

EXECUTED FOR THE R.M. this 19th day of AUGUST, 2015

RURAL MUNICIPALITY OF MOOSE MOUNTAIN NO. 63

[redacted]

Reeve

[redacted]

Administrator

SEAL

July 14, 2015