

AGREEMENT TO CREATE**THE****MAD RIVER VALLEY RECREATION DISTRICT**

An agreement by and between: Town of Fayston, Town of Waitsfield, and Town of Warren, Vermont.

WHEREAS, the Towns of Fayston, Waitsfield and Warren, Vermont, share a common interest in providing recreation programs and facilities for residents of the Mad River Valley; and,

WHEREAS, the Mad River Valley is served by a common watershed, road network, economic base and cultural and educational resources, together which combine to form a single, multi-town community; and

WHEREAS, the Towns have a history of cooperative relationships designed to provide community services and facilities on a multi-town basis in a cost effective manner; and

WHEREAS, 24 VSA Chapter 121 provides that municipalities may form a union municipal district for cooperation in providing services and facilities in a manner and under a form and organization that accords best with the needs of those municipalities;

NOW, THEREFOR, it is agreed to create a union municipal district to be known as the **Mad River Valley Recreation District**, to be a union municipal corporation under the laws of the State of Vermont, and subject to the following Articles of Agreement.

ARTICLE I. PURPOSE

The purpose of the Mad River Valley Recreation District (hereinafter called "District") is to provide for the recreation needs of the towns of Fayston, Waitsfield and Warren, Vermont, (hereinafter "member towns") through a program of planning, administration, programming, land acquisition, facility development and maintenance.

ARTICLE II. DURATION

The District shall be ongoing, unless terminated in accordance with Article IX within.

ARTICLE III. ORGANIZATION

The organization of the District shall be as follows:

A. **Recreation Board** The Recreation Board ("hereinafter "Board") shall be the governing body of the District. The Board shall be comprised of two (2) representatives from each member town, and up to three (3) additional at large representatives appointed by the member town representatives to the Board.

1. **Appointment** The legislative body of each member town shall appoint two (2) representatives to serve on the Board. Board members shall serve at the pleasure of the legislative body. Up to three additional at-large Board members may be appointed to the Board by a majority vote of the Board members appointed by member towns. At-large representatives may be appointed at any time during the year at a regular meeting of the Board.

2. **Terms of Office** Each Board member appointed by the respective member towns shall serve a three year term. The terms of the Board members shall be staggered. To accomplish staggered terms, for the first year the Town of Fayston shall appoint one representative for a two (2) year term and one representative for a one (1) year term; the Town of Waitsfield shall appoint one representative for a three (3) year term and one representative for a one (1) year term; and the Town of Warren shall appoint one representative for a three (3) year term and one representative for a two (2) year term. Ensuing appointments will be for three year terms. At large Board members shall be appointed to one year terms from the date of appointment.

3. **Officers** The Board shall annually elect among the representatives of member towns a chair, vice chair, treasurer and secretary, and such other officers as it deems appropriate for the conduct of its business. The same person may hold the offices of secretary and treasurer. At-large members may not serve as officers, although current at-large members may vote on the election of officers. Elections shall take place at the first meeting of the Board following March Town Meeting, subject to the terms set forth in Article III of this Agreement.

4. **Powers and Duties of the Officers**

Chair The chair shall preside at all meetings of the Board.

Vice Chair During the absence or inability of the Chair to perform his or her duties, the vice-chair shall perform all such duties.

Secretary The secretary shall have the custody of public records of the District and shall record all votes and proceedings of the District including meetings of the Board. The secretary shall also prepare and warn all meetings of the District and Board in accordance with Vermont law and shall cause the annual report approved by the Board and minutes of the meetings of the Board to be distributed to the legislative bodies of the member municipalities. The secretary shall also perform all the duties and functions incident to the office of secretary or clerk of a municipal corporation.

Treasurer The treasurer shall have custody of the funds of the District and shall be the disbursing officer of the District. When authorized by the Board, the treasurer may sign, make or endorse in the name of the District all checks and orders for the payment of monies and pay out and disburse same. The treasurer shall also perform all of the duties and functions incident to the office of treasurer of a municipal corporation.

- B. **Meetings of the Board** The frequency and method of calling regular and special meetings of the Board, procedures for the transaction of any business, and other necessary matters shall be in accordance with bylaws adopted by the Board.
- C. **Quorum and Voting** A quorum shall be necessary for the transaction of any business and shall consist of a majority of the Board, including representation of at least one representative from each member town. Action shall be by a simple majority of the total membership of the Board. A tie vote shall not be considered a majority.
- D. **Annual Report** The Board shall prepare an Annual Report for publication in the Town Report submitted to the voters for the purposes of Town Meeting in each respective member town. The Annual Report shall account for District funds received and disbursed during the preceding fiscal year.

ARTICLE IV. POWERS AND DUTIES OF THE DISTRICT In order to accomplish the Purposes of this District, as set forth in Article I of these Articles, the powers and duties of the District shall consist of those set forth in 24 VSA Section 4866, with the exception of 24 VSA Section 4866 (8), and shall specifically include the following:

1. to manage the business and affairs of the Mad River Valley Recreation District;
2. to adopt an annual workplan and budget and assess member municipalities in accordance with Article V of this agreement;

3. to adopt bylaws governing the conduct of its business, and amend same;
4. to enter into contracts;
5. to sue and be sued;
6. to purchase, sell, lease, own, acquire, convey, mortgage, improve, and use real and personal property in connection with the purposes of the District;
7. to fix, alter, charge and establish fees and other charges for the use of District property and for District services, which fees and charges shall be equitable and just;
8. to enter into management contracts with any person or persons for the management or maintenance of District Property for such period or periods of time and under such compensation and other terms and conditions as shall be deemed advisable by the District;
9. to accept gifts or grants or loans of money or other transactions with any federal agency, the state, any agency of the state, or with any other public body of the state, including municipalities;
10. to hire and fix the compensation of employees;
11. to negotiate and contract with member towns and private entities for the use, maintenance and management of public and/or privately owned recreation facilities;
12. to contract for professional services such as architects, engineers, accountants and legal consultants;
13. to exercise any other powers which are exercised or are capable of exercise by any member Town, and necessary or desirable for dealing with problems of mutual concern.

ARTICLE V. BUDGETS AND ASSESSMENTS

- A. **Fiscal Year** The fiscal year of the District shall correspond to the calendar year, and shall constitute the budget and accounting year for the District.
- B. **Preparation and Adoption of Operating Budget** The Board shall prepare an operating budget to include all projected costs associated with the operation of programs, maintenance of facilities, staffing, and related costs exclusive of land acquisition, facility development and other capital costs necessitating long term indebtedness.

1. **Budget Preparation** Prior to December 1 of each year the Board shall prepare a budget for the District for the next fiscal year. The budget shall include an estimate of the revenue of the District from fees and other sources, and shall include the amount to be requested as appropriations from the member towns' respective voters at March Town Meeting. The budget shall be in such form as deemed desirable by the Board, and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and estimated income and expenditures of the preceding fiscal year.

2. **Budget Hearing** The Board shall call a hearing of the residents of the member towns on or before December 15 in each year for the purpose of presenting the proposed budget and inviting discussion thereon. The hearing shall be held within the geographic boundaries of the District and shall be warned by a notice in a newspaper of general circulation in member towns at least fifteen days prior to the meeting. The notice shall contain a summary of the proposed budget, and the legislative body of each member town shall be sent a copy of the proposed budget at least fifteen days prior to such hearing.

3. **Budget Approval** After completion of the final public hearing the Board shall finalize and approve the budget and forward a copy, along with the amount to be raised from the member Towns, to the Board of Selectmen in each member Town no later than December 15.

4. **Assessment** In addition to state and federal grants, private donations, user fees and other sources of revenue, the operating budget shall be funded by annual appropriations of equal sums from each member town, as approved by the voters of each member town at March Town Meeting.

Providing that a majority of member towns approve the annual budget, all member towns, including non-consenting member towns, are obligated to fund the operating budget, per the terms of this agreement, for the following year. Within that year, the non-consenting member town will take action to reconsider the prior disapproval and, in the event the non-consenting member town fails to approve the appropriation, will initiate action to withdraw from the District as provided in Article VIII of this Agreement.

In the event that a majority of member towns fail to approve an operating budget, the Board shall revise the budget, and submit the revised budget to each member town's Selectboard for reconsideration by the voters at a special town meeting. In the event that a majority of towns fail to

adopt a budget within one year of the first vote in which the budget was denied, the towns shall initiate the dissolution of the District as provided in Article IX of this Agreement.

- C. **Capital Expenses Requiring Borrowing/Indebtedness** Funding for capital expenditures, including land acquisition, facility development and related projects shall be voted by special article at a regular or special town meeting held on the same date in each member town. All such articles must be approved by a majority of the voters of each member town.

Capital expenditures requiring indebtedness shall be repaid based on appropriations of equal sums from each member town.

ARTICLE VI. AMENDMENTS These Articles may be amended, in whole or part, in the following manner:

- A. An amendment to the Articles may be proposed only by a majority vote of the Board.
- B. A proposed amendment shall be adopted or rejected by the voters of each member town by Australian ballot at a regular or special town meeting duly warned for the purpose of considering the proposed amendment. At least one public hearing shall be held in the District not less than five nor more than fifteen days prior to said Town meetings.
- C. If approved by a majority of voters in each member town, the amendment shall become effective immediately.

ARTICLE VII. ADMISSION OF MEMBER MUNICIPALITIES Towns which are not initial members of the District may, upon the requisite approval by its voters and the approval of the Board and the legislative bodies of the District members, become a member of the District. The Board, however, may in its sole discretion determine the terms and conditions of admission, which terms and conditions shall be in the best interest of the District. Immediately upon joining the District the new member town shall appoint two representatives to the Recreation Board, as provided in Article III of this agreement, and shall enjoy the same rights and privileges of other member towns as provided in these Articles.

ARTICLE VIII. WITHDRAWALS A member town may terminate its membership in the District after the expiration of one (1) year from the date it became a member by a majority of its voters at a duly warned annual or special meeting voting for such termination. The termination shall take effect at the end of the first full fiscal year following notification of termination from

the terminating town. The notice shall be in the form of a certification of the termination vote by the clerk of the terminating municipality delivered to the secretary of the District. A terminating town shall continue to be liable for its share of all existing indebtedness incurred by the District pursuant to Chapter 53 of Title 24, Vermont Statutes Annotated, at the time its termination notice is delivered to the District.

ARTICLE IX. DISSOLUTION The District may be dissolved in accordance 24 VSA, Chapter 121, Section 4863. In the event of voluntary or involuntary dissolution, assets of the district shall be distributed on an equal basis to the member towns upon satisfaction of all the District's outstanding financial obligations.

ARTICLE X. RATIFICATION This Agreement shall take effect on March 15, 1994 if voters in each of the member towns have ratified this Agreement by popular vote. In the event that the voters of any two (2) towns vote to ratify this Agreement, and other towns voting on the matter fail to do so, the District shall be formed of the two member towns.

APPROVED PURSUANT TO 24 V.S.A. Sec. 4802(A):

DATE: 1/14/94

Mark J. Di Stefano
Mark J. Di Stefano
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05609-1001

January 14, 1994

Brian Shupe, Executive Director
Mad River Valley Planning District
P.O. Box 471
Waitsfield, VT 05673

Re: Agreement to Create the Mad River Valley Recreation
District

BTW
Dear Mr. Shupe:

Enclosed is the latest form of agreement, submitted to this Office for review under cover of your letter dated January 11, 1994. My approval is endorsed on the document. Thanks for your cooperation. Good luck.

Sincerely yours,

A handwritten signature in black ink that reads "Mark J. Di Stefano".

Mark J. Di Stefano
Assistant Attorney General

MJD/jfl
Enclosure