BYLAW NO. 2024-07

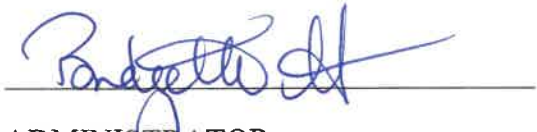## A BYLAW OF THE RURAL MUNICIPALITY OF ABERDEEN NO. 373 TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR THE PURPOSE OF ESTABLISHING THE JOINT FUNDING AND USE OF THE ABERDEEN DIGITAL SIGN

The council of the Rural Municipality of Aberdeen No. 373 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Aberdeen No. 373 is hereby authorized to enter into an agreement attached hereto and forming part of this bylaw and identified as "SCHEDULE A" with the Town of Aberdeen for the purpose stated within the agreement.

2. The Reeve and Administrator of the Rural Municipality of Aberdeen No. 373 are hereby authorized to sign and execute the attached agreement, identified as "SCHEDULE A".

3. This bylaw shall have force and effect on the date of mutual signing of the attached agreement

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REEVE

_____

ADMINISTRATOR

Read a third time and adopted

This 13ᵗʰ day of February, 2025

_____

Administrator

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Memorandum of Agreement made in duplicate this <u>8</u> day of <u>MARCH</u>, 2024

BETWEEN: THE RURAL MUNICIPALITY OF ABERDEEN NO. 373
            (hereinafter referred to as "the RM")

AND: THE TOWN OF ABERDEEN
            (hereinafter referred to as "the Town")

WHEREAS, The Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen have jointly installed a digital sign on the RM's property at 101 Industrial Drive, Aberdeen, SK. The digital sign is intended to promote the joint municipalities' commitment to increasing communication within our communities. The purpose of this agreement is to set rules regarding advertisements placed on the digital sign.

In consideration of the mutual promises herein expressed and the payments to be made, the parties hereto agree as follows:

Definitions

The following definitions apply to this agreement:

1. "Charitable Organization" means a Canadian charitable organization registered with Canada Revenue Agency currently active in the Town and/or RM of Aberdeen.
2. "Commercial Advertisements" means advertisements with the intent to promote a commercial business.
3. "Committees of Council" means a committee or other body duly established and appointed by council.
4. "Council" means the council of the Town of Aberdeen and the council of the Rural Municipality of Aberdeen #373.
5. "Municipality" means the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen.
6. "Not-for-Profit" means a registered, non-profit volunteer organization currently active in the Town and/or RM of Aberdeen.

Principles:

1. The digital sign is viewed by the general public as a representative of the Municipality, and therefore, will be operated in a manner that reflects and enhances the values of the Municipality.

2. The following priority system shall be used in selecting/scheduling messages to be posted on the digital sign:
   a) Emergency messages (in the event of an emergency, the municipality has the right to suspend all messages and use the digital signs for emergency purposes only);
   b) Public notices from the Municipality
   c) Public Events
   d) Commercial Advertisements

3. The following messages shall not be permitted to be advertised:
   a) Promotion of a political, factional, or religious viewpoint;
   b) Political advertising of any type;
   c) False, misleading, or deceptive messages;

d) Messages that present a discriminatory, demeaning or derogatory portrayal of individuals or groups, or that contain anything which is likely to cause deep or widespread offence.;

e) References to the use or sale of illegal substances;

f) References to the use of alcohol, cannabis, or tobacco;

g) Profane language or content, personal attacks, or sexual content;

h) References to gambling, excluding licensed community events;

i) References to conducting illegal activities, except in the case of a request for information from the public concerning a crime; and

j) Any other content that is considered inappropriate in the opinion of the Municipality.

4. Both offices of the Municipality shall have access to the online portal and shall be authorized to upload any notices or events on behalf of their respective office.

Paid Advertisements:

5. The RM of Aberdeen Office shall be responsible for managing all paid advertisements.

6. Paid advertising or commercial messaging may be permitted by application to the RM of Aberdeen Office. The request must be submitted using the prescribed form and must be accompanied by the applicable advertising fee. All advertisements must be formatted to the size 240px by 120px. Advertisements submitted not formatted to the correct size may be subject to an additional design fee. The RM staff may create the advertisement on behalf of the organization, subject to a design fee.

7. Appearance of messages on the digital sign area are subject to constraints of priorities, as well as electronic and mechanical limitations. The dates of postings, their duration and content are all at the final discretion of the Municipality.

8. The advertiser shall not hold the Municipality liable or responsible for any error and/or omissions that may occur, however caused.

9. In the event of an emergency, the Municipality has the right to suspend all messages and use the sign for emergency purposes only.

10. In the event that the sign is down for a prolonged period of time (due to weather, technology issues, or emergency purposes, etc.), the RM Administrator may, at his or her discretion, extend the run time for a paid advertisement up to the length of the period the sign was out of service. No reimbursements will be issued.

Advertisements exempt from fees:

11. The following advertisements or notices shall be exempt from advertisement fees:

a) Advertisements submitted for upcoming regular meetings, Annual General Meetings, and events for Charitable Organizations, Not-for-Profit Organizations, and committees of council shall not be subject to fees.

b) Any notices with regards to municipal related business or public municipal events.

c) Local Charitable organizations providing assistance to the residents within the Municipality.

Financial Expenditures:

12. Financial Expenditures shall be shared between the municipalities party to this agreement as follows:

a) Capital Expenditures: The Town and RM of Aberdeen shall each contribute 50% towards all capital expenditures pertaining to the digital sign. Each share may include any capital grants which the respective municipality has access to. All capital expenditures and large repairs over $1,000.00 shall require approval from both councils.

b) Operational Expenditures: The Town and RM of Aberdeen shall each contribute 50% towards all operational expenditures and repairs pertaining to the digital sign. Power consumption for the sign shall be calculated based on the increased yearly kilowattage at the RM office versus the average kilowattage consumption of the 3 years prior to the installation of the digital sign, and shall be invoiced using the respective year's fees and charges.

13. The RM of Aberdeen office shall be responsible for the purchase of all capital and operation items for the digital sign. Prior to January 31st, an account of all revenue and expenditures for the previous year, together with the agreed cost share breakdown, shall be submitted to the Town by the RM office. The revenues shall be split equally between the Town and RM.

14. This agreement shall be continuous unless terminated by either party to the agreement. Notice of termination must be served to the other party by registered mail at least 6 months prior to the termination date of the agreement. Upon dissolution of the agreement, as the sign is not moveable, the RM shall retain ownership of the sign. If the party cancelling this agreement is the RM, the RM shall buy out the Town share of the sign at 50% of the original purchase price.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, attested by the signatures of authorized officers, on the day and year first written above.

RURAL MUNICIPALITY OF ABERDEEN NO. 373

REEVE

ADMINISTRATOR

TOWN OF ABERDEEN

MAYOR

ADMINISTRATOR

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