

TOWNSHIP OF BILLINGS
Parks, Recreation and Wellness Committee
AGENDA

January 27, 2020 7:30 p.m.

39 Henry Drive Park Centre, Upper

- 1. Opening of Meeting**
- 2. Approval of Agenda**
- 3. Disclosure of Pecuniary Interest**
- 4. Adoption of Minutes:** November 25, 2019 Meeting
- 5. Delegation**
- 6. Council Update Report**
- 7. Financial Report**
- 8. Old Business**
 - a) Rink
 - b) Euchre tournaments
 - c) Fitness centre
 - d) Dog park
 - e) Park Centre rental agreement
- 9. New Business**
 - a) Review terms of reference
 - b) 2020 meeting dates
 - c) 2020 goals
 - d) Member recruitment
 - e) Potential partnerships
 - f) 2020 community sign schedule
- 10. Correspondence**
- 11. Information**
- 12. Notices of Motion**
- 13. Closed Session**
- 14. Next Meeting:** February 24, 2020
- 15. Adjournment**

THE CORPORATION OF THE TOWNSHIP OF BILLINGS

BY-LAW 2019-16

SCHEDULE A

TERMS OF REFERENCE

PARKS, RECREATION AND WELLNESS COMMITTEE

Table of Contents

1. ROLE OF THE COMMITTEE.....2

2. COMMITTEE STRUCTURE.....2

3. APPOINTMENT OF MEMBERS2

4. CODE OF CONDUCT FOR MEMBERS AND OTHER APPLICABLE POLICIES.....3

5. AGENDAS AND MINUTES.....3

6. COMMITTEE REPORTING AND FINANCE3

7. MEETING TIMES AND PROCEDURES.....4

8. ATTENDANCE4

9. RESIGNATION AND TERMINATION.....4

10. REVISIONS TO TERMS OF REFERENCE5

1. ROLE OF THE COMMITTEE

- (1) The Parks, Recreation and Wellness Committee (the “Committee”) shall advise council on matters related to the development, operation and maintenance of parks, trails, open spaces, waterfront, recreational facilities and recreational programs that meet the needs of all the community in a sustainable and dynamic way.
- (2) In providing advice to council, the Committee shall have regard for the township’s Strategic Plan, the mission statement for which states:

“Billings Township is a vibrant community where new people are excited to relocate and existing residents are happy to stay because of the sustainable economy, the artistic and cultural diversity, and the beauty of the environment. Guided by the vision of its citizens, Billings Township is a safe and progressive community that practices environmental responsibility, provides dependable services, and maintains its rich cultural heritage.”

2. COMMITTEE STRUCTURE

- (1) The Parks, Recreation and Wellness Committee is hereby established as a standing advisory committee and is comprised of the following members as appointed by council:
 - i. one (1) member of council, sitting as Chair;
 - ii. five (5) members of the general public;
 - iii. Mayor sitting *ex officio*, with voting privileges when present; and
 - iv. One (1) staff member to assist in committee administration, keep minutes and act as a resource person/liaison.
- (2) The Committee shall determine any other positions it deems necessary to fulfill their mandate, such as a Vice Chair, Secretary or Treasurer, and elect a person to fill that position from within their membership.

3. APPOINTMENT OF MEMBERS

- (1) All Committee appointments shall be made by council.
- (2) Council shall make all Committee appointments by resolution, whether appointing council members or public members.
- (3) The Mayor shall be an *ex officio* member of the Committee, with voting privileges when present.
- (4) A Council member shall sit as Chair for all standing advisory and statutory Committees, unless otherwise noted in the Committee terms of reference. The Chair for ad hoc Committees may be a member other than the council member as appropriate.
- (5) Any eligible elector in the Township of Billings is entitled to apply for appointment to a Board or Committee and such appointment, subject to any statutory limitations, and/or removal is at the sole discretion of council.
- (6) Where possible, appointments to Committees made by council shall be for the term of council, generally from January 1st following a municipal election until December 31st of the next election year.

4. CODE OF CONDUCT FOR MEMBERS AND OTHER APPLICABLE POLICIES

- (1) At the beginning of their term, Committee members shall be required to review the following Acts and policies and confirm such review by submitting a signed acknowledgement to the Clerk within 30 days of appointment:
 - the Code of Conduct for Members of Council and Local Boards of the Township of Billings
 - the *Municipal Conflict of Interest Act*
 - the Township of Billings Procedural By-law
 - the Township of Billings Workplace Harassment, Discrimination and Violence in the Workplace Policy
 - the Township of Billings Council-Staff Relations Policy
 - the Township of Billings Accountability and Transparency Policy
 - The Township of Billings Procurement Policy
 - the Township of Billings Health and Safety Policy
- (2) All Committee members shall comply with the provisions of the Code of Conduct for Members of Council and Local Boards of the Township of Billings at all times for the duration of their appointment to the Committee and thereafter for any ongoing obligations in relation to confidentiality or otherwise.
- (3) All Committee members shall comply with the provisions of all other applicable Acts and policies, including but not limited to:
 - the *Municipal Act*
 - the *Municipal Freedom of Information and Protection of Privacy Act*
 - the *Occupational Health and Safety Act*
- (4) Members shall disclose any pecuniary interest to the chair, and shall absent herself/himself from meetings for the duration of the discussion and voting (if any) with respect to that matter.
- (5) No individual member nor the Committee as a whole, has the authority to make direct representations of the township to Federal or Provincial governments.

5. AGENDAS AND MINUTES

- (1) The Committee shall prepare agendas generally in accordance with the format and notice requirements for council agendas, as set out in the Township's Procedure By-law.
- (2) Agendas shall be prepared by the Chair with the assistance of the staff member assigned to the committee.
- (3) The Committee shall prepare minutes in a form as approved by the Clerk.
- (4) Committee meeting minutes shall be submitted to the Clerk for inclusion in the next regular council meeting agenda package for receipt.
- (5) Committee agendas and minutes will be posted on the township website by the Clerk.

6. COMMITTEE REPORTING AND FINANCE

- (1) Any recommendations made by the Committee shall be in the form of a written report.
- (2) By November 1 of each year the Committee shall prepare an annual report to council outlining:
 - i. The Committee's achievements during the year
 - ii. Goals and objectives for the upcoming year

- iii. Members' meeting attendance during the year, including details of any consent sought or provided by council to a member for missing three (3) or more consecutive meetings.
 - iv. Any recommended revisions to the Committee mandate or structure, including number of members.
 - v. An evaluation of whether the Committee is still required or effective.
- (3) The Committee will prepare an annual work plan and budget request to submit to the Treasurer in accordance with the annual budget timetable.
 - (4) Any expenditures by the committee will be approved by council during the annual budget process or otherwise in accordance with the township's Procurement By-law.
 - (5) Monies collected through fundraising, donations or any other means shall be submitted to the Treasurer as soon as possible following collection, to be deposited in a township account for use by the Committee in accordance with the approved annual budget or as otherwise authorized by council.

7. MEETING TIMES AND PROCEDURES

- (1) The Committee shall meet monthly at the Kagawong Park Centre, at a consistent day and time to be established by the Committee.
- (2) The Committee shall establish a meeting schedule for the year during their first meeting of the year.
- (3) Meetings may be cancelled and/or rescheduled if necessary, as determined and announced by the Chair.
- (4) Meetings shall follow the provisions of the township's Procedure By-law, including notice and agenda requirements.
- (5) Committee members will respect the requirements of the *Municipal Act* and the township's Procedure By-law.

8. ATTENDANCE

- (1) No Committee member shall miss three (3) or more consecutive meetings without prior approval from the Chair and council.
- (2) All requests for permission to be absent from three (3) or more consecutive meetings will be submitted to the Chair and council in writing.

9. RESIGNATION AND TERMINATION

- (1) A Committee member shall be deemed to have resigned where:
 - i. The member delivers written notice of resignation to the Chair and council; or,
 - ii. The member is absent from three (3) consecutive meetings without prior approval from the Chair and council.
- (2) Council will provide notice of termination in writing.
- (3) Council may terminate any Committee appointment for just cause.
- (4) Without limiting the generality of the foregoing, council may terminate the appointment of a Committee member where:
 - i. The member has been absent from three (3) or more consecutive Committee meetings without obtaining prior approval from the Chair and council;
 - ii. The member has been found by council to have engaged in conduct in breach of the Code of

Conduct for Members of Council and Local Boards of the Township of Billings; or,

- iii. The member has been found by council to have engaged in conduct that council considers inappropriate.

10. REVISIONS TO TERMS OF REFERENCE

- (1) Council may, at its discretion, revise the Terms of Reference (TOR) for this Committee at any time by by-law.
- (2) Any revisions proposed to these TOR shall be presented to council through an appropriate report.
- (3) The committee may be dissolved by a resolution of council.



AGREEMENT AND CONDITIONS OF RENTAL

BETWEEN:

The Corporation of the Township of Billings AND _____
P.O. Box 34, Kagawong ON POP 1JO Name of Renter

Facility to be Rented

Address

Fee \$ _____ + HST ____ = \$ _____

Tel No.

Rental Date _____

Terms and Conditions

The following conditions relating to the Renter's use of the premises, equipment and furniture are an integral part of this agreement intended for both parties' mutual benefit.

ASSIGNMENTS:

The Renter shall not assign this agreement or sublet to any other party.

TERMS OF PAYMENT:

Payment of the fee in full and the applicable H.S.T. is required upon completion of this contract. In addition, a \$100.00 Damage Deposit and \$25.00 Key deposit is also required at this time. These fees, less \$50.00 administration fee will be returned to the Renter if the rental is cancelled within two weeks of the event or rescheduled.

COMPLIANCE WITH LAWS:

The Renter shall comply with all health, sanitation and safety laws, by-laws or regulations, requirements and directions of any federal, provincial or municipal or other agency having jurisdiction over any matter relating to this rental.

AFFIXING ARTICLES OR ITEMS:

No article or item shall be glued, stapled, taped, nailed, wired or otherwise attached or fastened to interior or exterior of the building without prior authorization of the Lessor.

CONFETTI:

Confetti, glitter, rice or similar materials are prohibited inside or on the grounds of the rented premises. A violation will result in forfeiture of the Damage Deposit.

FIRE PREVENTION:

Observances of all fire regulations including the use of ash trays and clear access to exits shall be adhered to at all times.

LOST OR DAMAGED ITEMS:

The Lessor shall not be liable for any lost, stolen or damaged belongings of the Renter, his guests, agents or suppliers.

PERSONAL PROPERTY:

All personal effect or object shall be removed immediately following the specified ending time, personal property left on the premises will be subject to a storage charge of \$20.00, deductible from the Damage Deposit.

RENTALS:

Tables, chairs, glassware, dishes if required and present, are included with respect to the terms of this agreement. Nothing may be removed from the premises.

VACATING THE PREMISES:

Use of the premises shall cease by the agreed upon time and the premises shall be vacated for maintenance service. The Renter shall be billed \$20.00 per hour or any part thereof for any infringement.

RIGHT OF ACCESS:

The Lessor’s employees, directors or elected officials shall have the right to enter the premises at any time.

SECURITY:

It is the responsibility of the Renter to supply adequate security for events open to the public.

SPECIAL OCCASION PERMITS:

All laws pertaining to serving and consuming alcoholic beverages shall be fully adhered to. The Hall copy of the Special Occasions Permit shall be delivered to the Hall Management two weeks prior to the Rental date. The group size as specified on the Permit shall be consistent with the number of guests allowed on the premises.

BAR CLOSING:

The bar will close at the time stated on the Special Occasion Permit.

INSURANCE:

For privately organized public events and any events held under the authority of a special occasions permit (SOP), the Renter shall provide the township with a certificate of insurance naming the Corporation of the Township of Billings as an additional insured, in the amount of \$2,000,000, at least 14 days prior to the event.

CATASTROPHE:

The Lessor shall not be held liable for failure to perform its obligations under this agreement if such failure is caused by fire, wind, water, explosion, snow, ice, act of vandalism, war, riot or energy-related closing or any declared emergency.

INDEMNITY:

The Renter agrees to indemnify and hold the Lessor harmless from and against all costs, liability, loss and expenses which arise through usage by Renter including any incidental, indirect, special or consequential damage or any loss of use, revenue or profit of renter arising out of or in any way related to this agreement and conditions of rental.

I have read and agree with the terms herein:

Signature of Renter

Agent for the Lessor

Date

Receipt #