

Municipality of Whitestone

Terms of Reference for Recreation Committee

Purpose: The Recreation Committee shall provide and establish, operate, conduct and maintain a recreation system and operate, improve and maintain property, both real and personal for parks, playgrounds and other recreational activities and facilities.

Mechanics of Operation:

Appointments:

- Members of the Committee will be appointed by Council for the Term of Council.
- Executive Committee members shall consist of four (4) Members – consisting of two (2) Members of Council and two (2) Members at Large and appointing a Chairperson and Secretary among the group of four (4) members.
- Police Checks:
 - all members including sub-committees and volunteers who are involved with children's' programs are required to **complete police checks annually.**

Meetings:

- The Executive Committee shall hold regular meetings, a minimum of 4 meetings per year.
- Council shall be notified of the schedule.
- Additional meetings may be called at the discretion of the Chair.

Minutes:

- The Secretary shall record the proceedings and decisions of each meeting.
- The minutes shall be provided to Mayor and Council.
- It shall be the duty of the Secretary to forward any recommendations from the Committee to the appropriate body for consideration and action.

Chairperson:

- The Committee shall appoint a Chairperson on an annual basis at the first meeting in the year.

Secretary:

- The Committee shall appoint a Secretary on an annual basis at the first meeting in the year.

Treasurer:

- The Municipal Treasurer shall act as Treasurer for the Committee.
- The Treasurer will keep a petty cash float.
- Requests for monies shall be made to the Treasurer in writing and accompanied with receipts.
- The Treasurer shall keep records of all expenditures and revenues.
- The Treasurer shall prepare a monthly financial report, which will be forwarded to the Secretary.
- Revenues from recreation events must be delivered to the Treasurer within five (5) days after the event.

Budget:

- Shall be set for the year by January 31st and recommended to Council for consideration.
- Supporting reasons shall be provided for each item.
- The Committee may receive donations to be applied to the budget for furtherance of the Recreation Programs.

Quorum:

- A quorum shall consist of 50% plus one (1) for membership.

The Recreation Committee:

- May set out a specific list of goals and objectives for Council's approval.
- Shall provide Council with an annual report either in writing or by personal presentation at a Council Committee meeting.
- Recognize that Council will only act on recommendations in the form of resolutions made by the Committee.
- Recognize that Council ultimately has the discretion of approving, amending or defeating a recommendation.
- The Committee shall keep the residents of the Municipality, where possible, informed of the recreation opportunities that are available.
- The Committee shall ensure that all playground equipment be C.S.A. approved, inspected annually (and monthly when in use) by the Facilities Manager.
- The Committee shall appoint sub-committees and authorize such sub-committees to establish and operate area community programs of

recreation. The Committee shall provide such services as it deems necessary, to assist these sub-committees in carrying out their activities. Each sub-committee shall be fully accountable to the Committee.

- **Any program being done under the recreation umbrella must come before Recreation Committee before proceeding.**
- **All volunteers must be registered as volunteers with the Municipality of Whitestone in order to have Liability Insurance coverage.**
- The Committee may prescribe fees for participating in or admittance to any part of the Community Program(s) of Recreation.

Council:

- Undertakes to refer related matters to the Recreation Committee for comment unless there is a valid reason not to do so.

CONFIDENTIAL INFORMATION AGREEMENT

The Appointed Volunteer acknowledges that certain materials and information made available to Appointed Volunteers by the Municipality in the performance of his or her duties (the "Confidential Information") will be of a confidential nature. The Appointed Volunteer recognizes that the Confidential Information is the sole and exclusive property of the Municipality and the Appointed Volunteer shall use his or her best efforts and exercise utmost diligence to protect and maintain the confidentiality of the Confidential Information. The Appointed Volunteer shall not, directly or indirectly, use for himself or another any Confidential Information, whether or not acquired, learned, obtained or developed by the Appointed Volunteer alone or in conjunction with his or her position or as may be consented to in writing by the Municipality.

The Confidential Information is and shall remain the sole and exclusive property of the Municipality regardless of whether such information was generated by the Appointed Volunteer or by others, and the Appointed Volunteer agrees that upon termination of this Agreement he or she shall deliver promptly to the Municipality all such tangible parts of the Confidential Information marketing or sales information, computer programs, equipment or other documents or property which are in the possession or under the control of the Appointed Volunteer without retaining copies thereof.

Each of the foregoing obligations of the Appointed Volunteer by Council in this clause shall also apply to any confidential information of customers, joint venture parties, contractors and other entities, of any nature whatsoever, with whom the Municipality or any associate or affiliate of the Municipality has business relations.

Notwithstanding the foregoing provision of this clause, the Appointed Volunteer shall not be liable for the disclosure or use of any of the Confidential Information to the extent that:

- 1) The Confidential Information is or becomes available to the public from a source other than the Appointed Volunteer and through no fault of the Appointed Volunteer, or
- 2) The Confidential Information is lawfully obtained by the Appointed Volunteer from a third party or source outside of this Agreement.

The covenants and agreements contained in this clause shall survive the termination of this Agreement and the appointed position relationship with the Appointed Volunteer.

The terms of the above Agreement for appointed volunteers are agreed to and accepted by

_____ on the _____ day of _____, 20_____

MUNICIPALITY OF WHITESTONE

PER: _____
Tammy Wylie, CAO-Clerk-Treasurer

PER: _____
Chris Armstrong, Mayor

APPOINTED VOLUNTEER (Signature)

Print Name of Appointed Volunteer

PRINT NAME OF COMMITTEE: _____