



Report to: General Committee

Date Report Authored: September 23, 2011

SUBJECT: Senior Centres Facility Operating Agreement
PREPARED BY: Mary Creighton, Director of Recreation Services

RECOMMENDATION:

- 1) That the report entitled Senior Centres Facility Operations Agreement be received; and
- 2) That the Mayor and Clerk be authorized to execute a Facility Operating Agreement between the Older Adults in Action (O.A.I.A.) at 22 Water Street and the Town of Markham for the period January 1, 2010 to December 31, 2015; and
- 3) That the Mayor and Clerk be authorized to execute a Facility Operating Agreement between the Thornhill Seniors Club at 7755 Bayview Avenue and the Town of Markham for the period January 1, 2010 to December 31, 2015;
- 4) And that Staff be authorized and directed to do all things necessary to give effect to this resolution.

PURPOSE:

The purpose is to execute a formal Facility Operating Agreement between Older Adults in Action Club and Thornhill Seniors Club and the Town of Markham, in a form satisfactory to the Town Solicitor for the period January 1, 2010 to December 31, 2015.

BACKGROUND:

Older Adults in Action (O.A.I.A.)

The Older Adults in Action have been in existence since the late 1980s. The O.A.I.A. entered into its third Facility Operating Agreement in 2005 to formalize the hours of operation and the operating responsibilities between the O.A.I.A. and the Town of Markham, Recreation Services Department. The 2005 Agreement expired December 31, 2009. The new Agreement will be for a five-year period, 2010 to 2015.

Thornhill Seniors Club

The Thornhill Seniors Club began operation at the Thornhill Seniors Centre in June 2004. Staff worked with the club and executed their first Agreement for 2005 to 2009 time period. The new Agreement will be for a five-year period, 2010 to 2015.

OPTIONS/ DISCUSSION:

The Facility Operating Agreement between the Town and the Older Adults in Action and the Thornhill Seniors Club clarifies the roles, responsibilities and framework for operations (refer Appendix A and B). The Older Adults Senior Club facility use policy stipulates that agreements are required under a club model (refer Appendix C). By executing the two agreements we will be in compliance with the policy.

The Recreation Services Department staff worked closely with the Boards to support and facilitate their governance structure and functions. The Senior Clubs organize and provide volunteer leadership for their activities and club operations with support from the Recreation Services staff.

The Facility Operating Agreements were not executed in 2010 as a result of ongoing discussions related to senior service support due to the Recreation Department Reorganization.

Both agreements reflect the new organization structure. Both the Older Adults in Action and the Thornhill Seniors Club continue to work in a positive partnership with the Recreation Department.

FINANCIAL CONSIDERATIONS AND TEMPLATE: (external link)

The revenue from the Older Adults in Action is estimated to be \$20,000 based upon the 2009/2010 membership year. The revenue from the Thornhill Seniors Club is estimated to be \$25,000 based upon the 2009/2010 membership year. The 2011 operating budgets reflect these estimates.

HUMAN RESOURCES CONSIDERATIONS

Not applicable.

ALIGNMENT WITH STRATEGIC PRIORITIES:

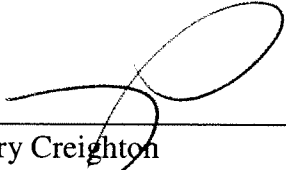
Not applicable.

BUSINESS UNITS CONSULTED AND AFFECTED:

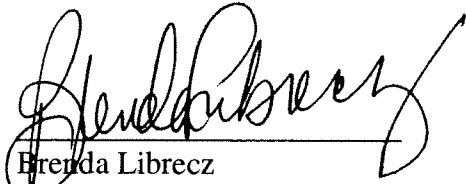
The facility use Agreements have been discussed and reviewed with members of O.A.I.A. and the Thornhill Seniors Club; The Town of Markham's Legal Department and has received endorsement from all parties.

RECOMMENDED

BY:



Mary Creighton
Director of Recreation Services



Brenda Librecz
Commissioner of Community
& Fire Services

ATTACHMENTS:

Appendix A - Proposed Facility Operating Agreement between the Older Adults in Action and the Town of Markham Senior Centre at 22 Water Street

Appendix B - Proposed Facility Operating Agreement between the Thornhill Seniors Club and the Town of Markham Senior Centre at 7755 Bayview Avenue

Appendix C - Older Adults /Seniors Clubs Facility Use Policy

FACILITY OPERATING AGREEMENT DATED THIS ____ DAY OF _____ 2011

BETWEEN:

**OLDER ADULTS IN ACTION
OF THE TOWN OF MARKHAM**
(hereinafter "OAIA")

- And -

THE CORPORATION OF THE TOWN OF MARKHAM
(hereinafter the "Town")

The Centre was designed primarily to service the needs of older adults living in the Markham Village Area and to deliver recreation services for all older adults living in the Town of Markham. The intention of the Centre was to also provide space for residents in Markham to participate in recreation programs and to provide a venue for community rentals;

AND WHEREAS the OAIA was, and still is a dynamic group of older adults who formed a community group and organize and participate in self-directed activities;

AND WHEREAS the OAIA and the Town wish to set out the roles and responsibilities of each party with respect to the use of the Centre, including the fees to use same;

NOW THEREFORE in consideration of the mutual covenants and agreement herein, the parties agree as follows:

Part 1: DEFINITIONS

1. In this Agreement the following shall mean:

"Cedarcrest Manor" means the owner of a seniors residence at 20 Water Street and the Seniors Centre located at 20 Water Street.

"Centre" means the Seniors Centre located at 22 Water Street, operated and maintained by the Town;

"OAIA" means the Seniors group operating as The Older Adults in Action;

"Club President" means the elected President of The Older Adults in Action as elected by the Club membership;

"Community Recreation Coordinator means the Town of Markham staff and/or his/her designate responsible for facilitation of services for the Older Adults in Action members;

“Town” means the Corporation of the Town of Markham and shall include from time to time any officer, servant, employee or agent of the Town authorized to act on the Town’s behalf;

“Town Policies and Procedures” means all Town Recreation Services Policies and Procedures, and include any such other applicable Town Policies and Procedures which apply to the operation of the Centre;

“Town Staff” means Town Recreation Services staff, and shall include from time to time any such other Town staff, agents, contractors or employees of the Town who are required to operate, provide programming for or maintain the Centre;

Part 2: OPERATING PRINCIPLES

1. The Town will provide Town Staff to maintain operate and manage the Centre. Such staff consists of management and supervisory staff and facility operations staff.
2. Town Staff will assist OAIA members and other users to assess, create and maintain an environment that affirms the dignity and self-worth of the older adult and enhances an atmosphere of wellness.
3. OAIA plays an active role in the governance (decision-making), planning and implementation of a total leisure program for the Centre in partnership with the Town Recreation Services.
4. The Club President of the OAIA and the Community Recreation Coordinator will act as the liaison between OAIA and Town Staff with respect to all matters relating to this Agreement. Specific items may be designated to other OAIA members or Town Recreation Services Staff upon mutual agreement of the Club President and Community Recreation Coordinator.
5. The Town recognizes and supports the critical role that volunteers play in the efficient operation of the Centre in partnership with Town Staff. Town Staff encourage and support the active participation of volunteers in Centre operations.
6. Town staff will enable and facilitate the participation of members of OAIA in the operation and activities of the centre. Town Recreation staff will work with members of OAIA, assisting them to exercise autonomy and independence, within recreation services policies, to exercise their unique skills, talents and abilities and to continue to develop their potential as experienced adults.

Part 3: CENTRE USE AND OPERATION

Term

7. This agreement shall remain in force for a period of five years, commencing the 1st day of January, 2010 and expiring on the 31st day of December, 2014.

Payment

8. The OAIA shall pay to the Town, annually by April 30th in each year of the term; an annual license fee in accordance with Schedule “A” attached hereto “License Fee”. The License Fee will be based on the total members as of the date set out in Schedule “A” (the Membership Total).
9. OAIA shall give the Town access to the books and records of OAIA for the purposes of verifying the Membership Total, forthwith upon written request from the Town.

Use of the Centre

10. The Town hereby grants and licenses to the OAIA the exclusive use of the Centre during the regular hours of operation set out in this Agreement for the purpose of a senior citizens recreation centre.

The regular hours of operation of the Centre licensed to the OAIA shall be: (referred to as Regular Hours).

Days	Times
Monday, Tuesday, Wednesday	9:00am – 10:00pm
Thursday and Friday	9:00am – 5:00pm
Sunday	1:30pm – 4:30pm

Additional hours for use by the Club on Thursday, Friday or Saturday will be at the discretion of the Town Staff.

11. The OAIA may request additional use of the Centre outside of the Regular Hours and the Town will endeavour to accommodate such requests when the Centre is not booked for rentals (hereinafter referred to as “Additional hours”). OAIA may request, subject to approval from the Town, access to rooms during rentals that are not being utilized by the rental group. If the Town agrees to grant the OAIA use of the Centre during any Additional Hours, the OAIA shall share the common space, lobby and washrooms with the rental groups. OAIA shall pay the Town, when the Town deems it appropriate, the costs incurred by the Town for any Town Staff required attending at the centre during the Additional Hours. The costs for any Town Staff during the Additional Hours shall be calculated based upon the hourly wage paid by the Town to the Town Staff members.
12. OAIA acknowledges and agrees that the Town will not operate the Centre on the OAIA’s behalf on statutory and civic holidays (hereinafter referred to collectively as “Statutory Holidays”) and that the Centre will remain closed on such days. OAIA has the option to request, subject to approval from the Town, that the Town open the Centre on Statutory Holidays for use by the OAIA. If the Town agrees to open the Centre on Statutory Holidays the OAIA shall pay to the Town the cost of any Town Staff required to attend at the Centre which cost shall be calculated based upon the hourly wage plus any overtime or vacation rate paid by the Town to the Town Staff members.

13. During periods outside of the OAIA's licensed use of the Centre, the Town may request use of the Centre in accordance with Town Policies and Procedures. The OAIA is not entitled to use the Centre during periods other than as described in the Agreement.
14. During periods ordinarily within the OAIA's licensed use of the Centre, the Town may request use of the Centre on behalf of other groups or organizations, as agreed upon by the OAIA, which agreement shall not be reasonably withheld or delayed.
15. In the event that the OAIA is not using the Centre during any period of time licensed to OAIA pursuant to this Agreement, the Town shall have the right to use the Centre for Town purposes as the Town deems appropriate.
16. The Town shall be entitled to access the Centre at any time the Town deems appropriate during the periods licensed to the OAIA pursuant to this Agreement in order to operate and provide staffing for the Centre, to inspect and maintain the Centre, to perform any such repairs or upgrades to the Centre and its equipment, and for any such other reason as the Town deems appropriate.
17. The OAIA acknowledges and agrees that this Agreement constitutes a mere license to use and occupy the Centre for the limited purposes provided hereunder and agrees and acknowledges that this Agreement does not create or convey to the OAIA any real property interest in the Centre.

Operation of the Centre

18. Except as provided for in this Agreement, the Town will operate and maintain the Centre to the Town's own reasonable standards and at the Town's own expense, which includes the provision of adequate heat, electricity, water and sewer, operational and capital maintenance and maintenance of standard insurance coverage relating to the Centre.
19. The Town shall be entitled to assign such Town Staff as it considers appropriate to attend at the Centre during the OAIA's licensed exclusive use thereof and the activities of the OAIA at the Centre shall at all times be co-ordinated in conjunction with the Town.
20. OAIA shall keep and maintain the woodworking shop and all equipment therein in a safe and clean manner and in a good state of repair.
21. The Town shall provide an Administrative Assistant, reporting to the Community Recreation Supervisor, to provide support for the OAIA's activities at the Centre up to a maximum of 3 hours per week for 40 weeks per year.
22. OAIA shall maintain and operate its equipment and facilities owned by the OAIA at the centre in a proper manner and keep them in a good state of repair.
23. OAIA shall not alter or make any improvements to the Centre without the prior written permission of the Town. Alterations in the nature of capital improvements made by the OAIA shall remain the property of the Town. In the event that OAIA wishes to install its own equipment and facilities at the Centre, it shall obtain the prior written permission of the Town, and shall retain ownership of and maintain such equipment and facilities at OAIA's expense.

The OAIA shall remove all equipment and facilities it has installed at the Centre and shall restore the area to its original condition, if and when required by, and to the satisfaction of the Town.

24. Town staff will enable and facilitate the participation of members of OAIA in the operation, programs and activities of the Centre. Town Recreation Services Staff will work with members of OAIA, assisting them to exercise autonomy and independence, within the Recreation Services policies, to exercise their unique skills, talents and abilities and to continue to develop their potential as experienced adults.

Finances

25. OAIA acknowledges that the Community Recreation Coordinator may consult with, but does not report to or take direction from the OAIA with respect to the Town's annual budget for the Centre, the revenue raised by the Town from its rental of the Centre during periods when the Centre is not licensed to OAIA, expenditures of a capital or operational nature made at the Centre, the Town's management of grants provided pursuant to the *Provincial Elderly Persons Centres Act* or any such other legislation, and any such programs or activities that the Town may operate from the Centre.
26. The town acknowledges and agrees that the OAIA does not account to the Town with respect to the activity fees it charges its members, donations it receives or other fund raising revenues that it generates and that the Town shall not receive or bank any such funds on OAIA's behalf.

OAIA Practices and Policies

27. OAIA covenants and agrees that its membership shall be open to any resident of the Town of Markham and non-resident of the Town of Markham in accordance with Town Recreation Services guidelines and Town Policies and Procedures and OAIA By-Laws which states 75% must be residents and 25% can be non-residents.
28. OAIA covenants and agrees that it will operate itself in a proper manner in compliance with OAIA constitution and bylaws and in accordance with OAIA policies.
29. The OAIA shall be bound by and comply with all relevant Town Policies and Procedures. The Town retains the right to audit the operations of the OAIA at the centre to ensure that all relevant Town Policies and Procedures are being followed by the OAIA.
30. The Executive Board of the OAIA shall be comprised of members of the OAIA duly elected by the Club Membership

Insurance and Indemnity

31. OAIA shall take out and maintain, during the term of this agreement and at its own expense, a Commercial General Liability Insurance policy in an amount of not less than \$2,000,000 per occurrence to protect against loss or damage resulting in bodily injury or death and/or loss or damage to property arising in connection with the functions, activities or operation of OAIA, its members, officers, employees and volunteers. Such policy shall include the Town as an additional insured and OAIA shall provide a certified copy of the policy or a certificate of insurance to the Town as requested.

31. OAIA hereby agrees to indemnify and hold harmless the Town from any and all claims, actions and proceedings, including any costs and expenses incurred by the Town thereby, for loss, damage or injury, including death, to any person or persons and to any property arising in connection with the functions, activities or operations of OAIA, its members, officers, employees and volunteers.

Termination

32. Either party may terminate the Agreement upon giving the other party a minimum of ninety (90) days written notice.

Assignment

33. This agreement and the rights granted herein may not be assigned by OAIA without the express and written consent of the Town, which consent may not be unreasonably withheld.

Entire Agreement

34. This Agreement and the schedules attached hereto constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, undertaking, negotiations and discussions whether oral or written, of the parties. There are no warranties, representations or other agreement between the parties in connection with the subject matter of the Agreement except as specifically set forth herein. This Agreement, including the Schedules attached here to, may not be amended or modified except in written instrument executed by both parties.

Recommend: Schedules

- A) License Fees
- B) Club Facility Plan
- C) OAIA Policies & Procedures
- D) Town of Markham Policies & Procedures

[illegible]

ORDER ADVISES IN ACTION

Title: PRES. DENT.

Title:

THE CORPORATION OF THE TOWN
OF MARKHAM

[illegible]

=====

SCHEDULE "A"

CALCULATION OF ANNUAL LICENSE FEE

The annual license fee shall be calculated based on a fee charged for each OAIA member as of the OAIA Assessment Date as follows:

For the year:

- September 1, 2010 to August 31, 2011 - \$25.00 per member
- September 1, 2011 to August 31, 2012 - \$25.00 per member
- September 1, 2012 to August 31, 2013 - \$25.00 per member
- September 1, 2013 to August 31, 2014 - \$30.00 per member
- September 1, 2014 to August 31, 2015 - \$30.00 per member

For the purpose of determining the number of members, the OAIA Assessment Date shall be March 31 of the current year (ie – for the 2010 license year the OAIA Assessment Date shall be March 31, 2009). In the event that membership is less than 750 members as of the OAIA Assessment Date in any given license year, the OAIA and the Town agree that the annual license fee for that year shall be calculated based on a minimum membership of 750 members. The membership list declaring the membership as of March 31 of each year of assessment, with names and addresses, will be provided to the Town of Markham Recreation Services Department by March 31 of each year of the agreement. Payments of the annual license fee shall be made to the Town on or before April 30 of each year within the agreement.

FACILITY OPERATING AGREEMENT DATED this day of January, 2010

BETWEEN:

**THORNHILL SENIORS CLUB
(Hereinafter "TSC")**

- And -

**THE CORPORATION OF THE TOWN OF MARKHAM
(Hereinafter the "Town")**

WHEREAS the TSC and the Town of Markham Recreation Services Department entered into a joint venture to provide recreation activities to meet the growing needs of seniors in the Thornhill Community of Markham;

AND WHEREAS the Markham Indoor Facilities Master Plan identified the need for services for seniors in Thornhill including dedicated space within the Thornhill Community Centre (hereinafter referred to as the "TCC");

AND WHEREAS the result was the expansion of the TCC to include approximately 5000 square feet of dedicated space for seniors (hereinafter referred to as the "Seniors Centre"); The square footage will be reassessed after the TCC renovations.

AND WHEREAS the Seniors Centre is designed primarily to service the needs of seniors living in the Thornhill and to deliver recreation services for all seniors living in the Town of Markham;

AND WHEREAS the Town owns, operates and maintains the TCC, including the Seniors Centre and is responsible for all facility operating costs;

AND WHEREAS the TSC wishes to use and occupy the Seniors Centre, Board room A, B, and C such other portions of the TCC, which include the South Hall, Fireside Lounge, North and Centre Hall, and the Gymnasium as set out in this Agreement, for the purpose of undertaking and participating in seniors' recreational programs;

AND WHEREAS the TSC and the Town wish to set out the roles and responsibilities of each party with respect to the use of the Seniors Centre and those portions of the TCC as specified herein, including the fees to use same;

AND WHEREAS at its meeting on Town Council passed a resolution authorizing the execution of this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements herein, the parties agree as follows:

Part 1: DEFINITIONS

1. In this Agreement the following shall mean:

"Recreation Supervisor Seniors" means the person employed by the Town whose duties will include providing administrative support to TSC pursuant to this Agreement;

"Gymnasium" means the gymnasium located in the TCC as set out in Schedule "B" attached hereto;

"Licensed Areas" means those portions of the Seniors Centre, the South Hall, the Fireside Lounge, North and Centre Hall, Boardroom A, B, and C, and the Gymnasium as outlined on Schedule "B" which are licensed to the TSC for their exclusive use during the times set out in this Agreement;

"Seniors Centre" means the portion of the TCC, which is a 6000 square foot addition to the TCC, which is dedicated to seniors recreational services;

"Seniors Coordinator and Recreation Supervisor Seniors" means the person employed as the Seniors Coordinator and Recreation Supervisor Seniors for the Town;

"South Hall" means the South Hall located in the TCC as set out in Schedule "B" attached hereto;

"TCC" means the Thornhill Community Centre which is owned and operated by the Town and located at 7755 Bayview Avenue, Markham;

"Facilities Coordinator" means the person employed as the Thornhill Facilities Coordinator for the Town

"TSC" means the seniors group operating as Thornhill Seniors Club and the members thereof;

"Town" means the Corporation of the Town of Markham and shall include from time to time any officer, servant, employee or agent of the Town authorized to act on the Town's behalf;

"Town Policies and Procedures" means all Town Recreation Services policies and procedures, and include any other such applicable Town policies and procedures which apply to the operation of the Seniors Centre and the TCC;

"Town Staff" means Town Recreation Services staff, and shall include from time to time any such other Town staff, agents, contractors or employees of the Town who are required to operate, provide programming for or maintain the Seniors Centre and TCC.

Part 2: OPERATING PRINCIPLES:

2. The Town will provide Town Staff to operate maintain and manage the Licensed Areas. Such staffs consists of the Seniors Coordinator, the Recreation Supervisor Seniors, and such Town Staff as may be engaged by the Town to support the operation of and the activities scheduled for the Licensed Areas.
3. The parties acknowledge and agree that the Town Staff working at the Licensed Areas, are employees of the Town and that the Town sets wage levels and benefits for the Town Staff, that Town Policies and Procedures apply to these employees, and that all Town Staff engaged at the Licensed Areas report to the Seniors Coordinator.
4. Town Staff will enable and facilitate the participation of members of TSC in the operation of and programs and activities for the Licensed Areas. Town Staff will work with members of TSC, assisting them to exercise autonomy and independence, within Town Policies and Procedures, to exercise their unique skills, talents and abilities and to continue to develop their potential as experienced adults.
5. Town Staff will assist TSC members and other users to assess, create and maintain an environment that affirms the dignity and self-worth of the older adult and enhances an atmosphere of wellness.
6. TSC plays an active role in the governance (decision-making), planning and implementation of a total leisure program for the Licensed Areas in partnership with Town Recreation Services.
7. The Town recognises and supports the critical role that volunteers play in the efficient operation of the Licensed Areas in partnership with Town Staff. Town Staff encourages and support the active participation of volunteers in the operation of the Licensed Areas.
8. The Club President of the TSC or an appointed representative of the Board and Seniors Coordinator and the Recreation Supervisor Seniors will act as the liaison between the TSC and Town Recreation Services Staff with respect to any operational issues, changes or concerns between the TSC and Town Staff. Specific items may be designated to other TSC members or Town Staff upon mutual agreement of the Club President and Seniors Coordinator.
9. The TSC acknowledges and agrees that the Town shall, in accordance with its applicable policies and procedures, establish its annual budget for activities conducted at the Licensed Areas and for programs offered to the community and shall manage revenue from such activities and programs as part of the Town's funds.

Part 3: CENTRE USE AND OPERATION AGREEMENT

Term

10. This Agreement shall remain in force for the period of five years, commencing on the 1st day of January, 2010 and expiring on 31st of December, 2015.

Payment

11. The TSC shall pay to the Town, annually and prior to November 15th, in each year of the term, a license fee in the amounts set out in Schedule "A" attached hereto. Amounts due shall be for the number of members in the annual year.

12. TSC shall give the Town access to the books and records of the TSC for the purposes of verifying the membership as of the TSC Assessment Date, forthwith upon written request from the Town.

Use of the Centre

13. The Town hereby grants and licenses to TSC the exclusive use of the Seniors Centre, South Hall and Gymnasium (referred to collectively as the "Licensed Areas") during the regular hours of operation as set out in this Agreement for the purpose of undertaking a seniors recreation centre and programs. A site plan outlining the Licensed Areas is attached hereto as Schedule "B" to this Agreement.

14. The regular hours of operation of the Licensed Areas licensed to the TSC shall be as follows:

Facility	Days	Times
Seniors Centre	Monday to Sunday	9:00 a.m. to 10:30 p.m.
TCC South Hall	Monday to Friday	8:30 a.m. to 4:30 p.m.
TCC South Hall	Wednesday	4:30 p.m. to 10:30 p.m.
TCC Gymnasium	Wednesday and Friday	9:00 a.m. to 12:00 p.m.
TCC Gymnasium	Tuesday and Thursday	1:00 p.m. to 3:00 p.m.
Fireside Lounge	Monday to Friday	9:00 a.m. to 5:00 p.m.
Centre Hall	Monday	12 noon to 4:00 p.m.
Centre Hall	Tuesday	9:00 a.m. to 4:00 p.m.
Centre hall	Wednesday	12 noon to 4:00 p.m.

(hereinafter referred to as "Regular Hours").

15. The TSC may request additional use of the Licensed Areas outside of the Regular Hours (hereinafter referred to as "Additional Hours") and the Town (Seniors Coordinator and Facility Coordinator) will endeavour to accommodate such requests when the Licensed Areas are not being used for rentals or scheduled programs. If the Town agrees to grant TSC use of the Licensed Areas during any Additional Hours, the TSC shall share the common space, lobby and washrooms with other groups. TSC shall pay the Town, when the Town deems it appropriate, the costs incurred by the Town for any Town Staff required attending at the Licensed Areas during the Additional Hours. The costs for any Town Staff during the Additional Hours shall be calculated based upon the hourly wage paid by the Town to the Town Staff member.

16. TSC acknowledges and agrees that the Town will not operate the Licensed Areas on the TSC's behalf on statutory and civic holidays (hereinafter referred to collectively as "Statutory Holidays") and that the Licensed Area will remain closed on such days. TSC has the option of requesting, subject to approval from the Town, that the Licensed Areas, or parts thereof, be open on Statutory Holidays for use by TSC. If the Town agrees to open the Licensed Areas or any part

thereof, the TSC shall pay to the Town the cost of any Town Staff required to attend at the Licensed Areas which cost shall be calculated based upon the hourly wage plus any overtime or vacation rate paid by the Town to the Town Staff member.

17. The Town shall be entitled to use the South Hall up to six (6) days per year during TSC's Regulars Hours as set out in this Agreement, upon giving TSC a minimum of sixty (60) days notice prior to each event.

19. The Town shall be entitled to access the Licensed Areas at any time the Town deems fit during the periods of licensed use granted to TSC in this Agreement in order to operate or repair or make upgrades to the licenced areas and its equipment, and for any other reason as the town deems appropriate. The town cannot program space or rent out space in the TSC licence areas without approval by the TSC board.

21. TSC acknowledges and agrees that this Agreement constitutes a mere license to use and occupy the Licensed Areas for the limited purpose provided herein and agrees and acknowledges that this Agreement does not create or convey to TSC any real property interest in the Licensed Areas.

Operation of the Centre

22. Except as provided for in this Agreement, the Town will operate and maintain the Licensed Areas to its own reasonable standards and at the Town's own expense, which includes the provision of adequate heat, electricity, water and sewer, operational and capital maintenance and maintenance of standard insurance coverage relating to the Licensed Areas.

23. The Town shall be entitled to assign such Town Staff as it considers appropriate to attend at the Licensed Areas during the TSC's licensed use thereof and the activities of the TSC at the Licensed Areas shall at all times be co-ordinated in conjunction with the Town.

24. The Seniors Coordinator shall have the primary responsibility for activities for the Licensed Areas and the Seniors Co-ordinator or his/her delegate shall be the contact person for the TSC for all matters relating to this Agreement.

25. The Town shall provide staff support for TSC activities.

26. During the Regular Hours of licensed use of the Licensed Areas by TSC, the Town will provide such additional staff, reporting to the Seniors Co-ordinator or their delegate, as the Town considers appropriate for the programs and activities offered by the TSC. The responsibilities of such persons shall include cleaning the Licensed Areas and setting up the rooms according to the schedule approved by the Board. Any damage caused by the facility staff must be repaired within a 2 week period. Weekly inspections of the facility must be done by the Facility supervisor and the Recreation Supervisor Seniors. The carpeted areas must be cleaned four times per year.

27. During the Additional Hours of licensed use or during Statutory Holidays, the Town may provide such Town Staff, reporting to the Seniors Coordinator, Facility Coordinator or his/her

designate, as the Town considers appropriate for the programs and activities offered by the TSC. In the event that the Town determines such additional Town Staff are required, an additional fee may be charged by the Town as described in paragraphs 17 and 18 of this Agreement.

28 The Town may offer programs to TSC during the periods of exclusive use of the Licensed Areas by TSC members, as agreed upon by the TSC Board of Directors.

29. TSC shall maintain and operate its equipment and facilities owned by TSC at the Licensed Areas in a proper manner and keep them in a good state of repair.

30 TSC shall not alter or make any improvements to the Licensed Areas without the prior written approval of the Town. Alterations in the nature of capital improvements made by the TSC shall remain the property of the Town. In the event that TSC wishes to install its own equipment or facilities at the Licensed Areas, it shall obtain the prior written permission of the Town, and shall retain ownership of and maintain such equipment and facilities at TSC's own expense. TSC shall remove all equipment and facilities it has installed at the Licensed Areas and shall restore same to its original condition, if and when required by, and to the satisfaction of the Town.

Section 5: Finances

31 TSC acknowledges and agrees that the Seniors Co-ordinator may consult with, but does not report to or take direction from the TSC with respect to the annual Town budget for the Licensed Areas, the revenue raised by the Town from its rental of the Licensed Areas during periods when the Licensed Areas are not licensed to TSC, expenditures of a capital or operational nature made to the Licensed Areas, the Town's management of grants provided pursuant to the *Provincial Elderly Persons Centres Act*, or any such other grants as may be given from time to time, or such programs and activities that the Town may operate from the Licensed Areas.

32 The Town acknowledge and agrees that the TSC does not account to the Town with respect to activity fees, donations it receives or other fund raising revenues that TSC generates and that the Town is not required to receive or bank any such funds on TSC's behalf.

TSC Practices and Policies

33. TSC covenants and agrees that its membership shall be open to any Town resident and non-resident in accordance with Town Recreation Services guidelines and Town Policies and Procedures.

34. TSC covenants and agrees that it will operate itself in a proper manner in compliance with TSC constitution and by-laws and in accordance with TSC policies and procedures attached hereto as Schedule "C", as may be amended from time to time, so long as such policies are not contrary to or conflict with any Town Policies or Procedures which apply to the Licensed Areas.

35 TSC shall be bound by and comply with all relevant Town Policies and Procedures. The Town retains the right to audit the operations of the TSC at the Licensed Areas to ensure Town Policies and Procedures are being followed by TSC.

SCHEDULE "C"

O.A.I.A.

22 Water Street

Markham

POLICIES AND PROCEDURES

August 2005

TABLE OF CONTENTS

General Remarks	Page
Purpose/Authority/Changes & Additions/Distribution	1
Defined:	
Activity	2
Alcohol Permit	
Bazaar	
Budget	
Cash Floats	3
Changes to Events	
Code of Conduct	
Coffee	
Computers	
Convenors	4
Directors' Responsibilities	
Disposal of Assets	
Donations	
Elections	
Food Policy	
Guests	5
Inventory	
Lunch Tickets	
Members Lists	
Mileage	
Name Tags	
Notice Boards	6
Planning Committee	
Prizes	
Raffle License	
Registering	
Suggestions	
Ticket Payment	7
Use of Club Equipment	
Xmas Meals	

General Remarks

Purpose

- To provide a reference document outlining the current policies and procedures in use, for the efficient management of the Older Adults in Action.

Authority

- The Board of Directors, elected by the Club Membership, have the authority to review and approve current or new policies and procedures, as necessary.

Changes/Additions

- Policies and procedures are reviewed annually, to maintain relevancy, and may be reviewed more often, in the best interest of the Club Membership. Members may submit written suggestions to the Board for consideration.

Distribution

- Formal distribution of this document will be to all Convenors and Directors, including the Seniors Coordinator on site. Club Members have access to the copy kept in the Library.

Defined

Activity

- Is any regularly scheduled program or event organized for Club Members
- All programs/special events will be coordinated by a Convenor
- A nominal fee shall be charged for each activity, in addition, fees charged by hired instructors (non-Members) must be covered by the fee set by the program Convenor
- No special event shall run at a deficit, unless approved by the Board prior to the event
- Off-site activities must be self-funded

Alcohol Permit

- To serve alcohol at an event requires a Special Occasion Permit issued by the LCBO
- Application forms are available from the LCBO issuing stores
- Town policy letters are available from the Coordinator's office
- It is the responsibility of either the Bar Convenor, or Club President. The Bar Convenor shall also be responsible for purchasing, monitoring the serving of the alcohol and maintaining records.

Bazaar

- A Convenor shall be appointed by the Board. The Convenor shall be responsible for any purchases prior to the opening of the bazaar

Budget

- Once each year, Convenors will prepare a budget (projected income and expenses), and submit it to the Treasurer.
- The Finance Committee collates a total Club budget for Presentation to the Board of Directors.
- Once the budget is approved, budget forms are returned to the Convenors.
- Any single budget item, which exceeds the amount stated in By-Law 8f (\$3,000.00), requires the approval of the Club Membership.
- Items not covered in the budget require detailed submission to the Board for approval; response will be in writing.
- Convenors must submit 'request for payment' forms to the Treasurer to receive payment for approved expenses.
- The Club fiscal year runs from Sept. 1 to Aug. 31, the audited annual statement is presented at the Annual General Meeting.
- The Budget is a working document for the Board and does not require approval by Membership, except as outlined in By-Law 8f.

Cash Float

- Convenors who work with floats are asked to reconcile with the treasurer on the last Wednesday of each month to ensure that statements are available for the monthly board meeting.

Changes to Events

- Convenors are required to submit a request for change to the Board for approval through their liaison Director.
- From time to time, changes in the scheduled activities/programs may be necessary. The proposed changes will be discussed with the Convenors and the appropriate Director prior to implementation.
- All changes will be posted.

Code of Conduct

- The purpose of the policy is to promote an atmosphere of friendliness and tranquility within the club. It is meant to cover unacceptable behaviour.
- Unacceptable behaviour includes the following;
 - Loud verbal assaults
 - Threats and/or attempts to intimidate
 - Aggressive approaches to another individual or group
 - Physically striking another individual
 - Racial or ethnic slurs
 - Abusive language
 - Damage to property
- The consequences for any of these incidents can be any of the following:
 - Letter of reprimand from the Board of Directors
 - Suspension from the Club for a period determined by the Board
 - Repeat offences will be dealt with more severely and may result in the revoking of club membership.

Coffee

- Volunteer are entitled to free coffee or tea, while on duty; other Members are required to pay a nominal charge.
- All Members are required to clean up their dishes. Convenors will monitor this after an activity.

Computers

- Three computers are available in the Library, for use of Members
- Games have been programmed
- Additional uses may be offered, with Board approval

Convenors

- Are responsible for weekly activities, collection of fees, maintenance of attendance records and annual budget input.
- All Convenors must have an assistant to cover holidays, illness, etc.

Directors' Responsibilities

- Directors should contact the Convenors of Club activities (outlined in the flow chart), to ensure that concerns are addressed, changes are explained, and reports are presented to the monthly Board meetings.
- Directors are to make sure that the Convenors appoint an assistant to cover their activity.
- Directors shall review the attendance logs of convenors at least twice a year, to update stats needed for the Board to adequately plan times and spaces needed for Club activities.

Disposal of Assets

- From time to time it may be appropriate for the Club to dispose of some of its physical assets
- The article should be described, reason for disposal, approximate value and submitted, in writing, to the Board
- Options:
 - Offer to our own Members using a sealed bid process
 - Offer to other Senior organizations for minimum payment
 - Offer for sale on the open market
 - Give away, if no sale possible

Donations

- Donations to the Club may be received for general funds or for a specific activity or event. A letter of appreciation will be sent by the Secretary.

Elections

- Municipal, Provincial, or Federal electioneering will only be permitted through an 'all candidates meeting'.

Food Policy

- Any food leftover from a Club event shall be sold at a nominal price to members, which may offset cost to the Club.

Guests

- Are allowed to attend regular activities and events except for those designated for Members only
- A person may attend the Club, as a guest, two times per year only and will sign in the Guest Book kept at the Reception Desk. Date and name of sponsoring member is recorded.
- These limitations are waived for out of town house guests
- Guests do not have to meet age and residency requirements
- Additional information in By-Law 2.2

Inventory

- Inventory of Club assets should be done at least annually for evaluation, repairs if necessary, and record of any missing items
- Documented in the Inventory Book, kept by the Treasurer.

Lunch Tickets

- May be available to staff
- To be purchased by 4:00 pm Wednesday for the Friday lunches

Members List

- Kept at the Reception Desk and updated by the Membership Director
- No information will be available to outside interests, or for any commercial use

Mileage

- Claim forms are available in the main office
- Purpose of the trip(s) must be stated, date(s) and number of kilometres (50 or more must be validated by a Convenor).
- Rate of payment will be determined by the Board on an annual basis
- The Board may question the amount and/or frequency of any mileage claims
- Mileage will not be paid for Club supplies which can be purchased by phone and delivered by supplier

Name Tags

- Members must wear their name tags while on club premises in order to:
 - identify a Member from a guest
 - help introduce new Members
 - confirm current Membership status
 - identify a Member, in case of emergency (i.e. illness)

Notice Boards

- Provide information pertaining to Club activities
- Provide information of general interest for Club Members
- Will be monitored by the Club President, Vice President or Secretary
- Doors/Walls/Windows are not to be used to post notices

Planning Committee

- Receives project ideas related to alterations and improvements of Club premises, the ideas submitted must include project description, reasons for the project and estimated costs.
- Researches the viability of the project (detailed costs of implementation, liaison with Seniors Coordinator)
- Presents finding with recommendations to the Board of Directors
- When necessary approvals are in place, the project is placed on the Project Schedule Log
- Monitors projects and provides progress reports to the Board on a monthly basis
- If required, the Chair of the Committee may confer with the executive Committee of the Board and Seniors Coordinator

Prizes

- The cost of prizes related to activities or events should be covered by a supplementary charge in addition to the activity fee

Raffle License

- Approval from the Board is required
- A license must be obtained, issued by the Town of Markham
- Application forms are available from the Town offices at 101 Town Centre Blvd.
- Separate raffles require separate licenses, and can't be drawn on the same day

Registering

- Record book to be on visible display in Front Lobby
- Members are requested to sign in when attending the Centre
- Required to maintain statistics for Club use

Suggestions

- The Board will accept only signed suggestions
- Responses will be in writing

Ticket Payment

- Payment for theatre, trips, meal tickets must be paid in full by cheque or cash at the time of registration
- It is the Member's responsibility to arrange resale of the ticket if the Member cannot attend, as no refunds are possible

Use of Club Equipment

- Members may borrow Club equipment subject to availability
- The borrower must assume responsibility for any loss or damage
- May not be used by outside groups or persons without permission from the Board or Seniors coordinator
- Woodworking Cub tools may be lent only to their members on an overnight or weekend basis
- Item may not be removed from the premises without date, time, description of item, signature of borrower, counter signed by either a Board Member or Seniors Coordinator entered in the 'Sign-out' book kept at the Reception Desk
- Date of return must also be entered
- This procedure applies for all Club Members
- This policy is stated in the 'Sign-out' book and all Volunteer Staff on the Reception Desk are to be informed

Xmas Meals

- Tickets will be for sale initially, to Club Members only
- Sale to guests will be offered if spaces are available
- Meal costs are to be self-funded