

Newcastle Arena Board

Terms of Reference

(Contained in By-law 2008-037 & Report CLD-010-08):

1. That the Newcastle Memorial Arena located at 103 Caroline Street West, Newcastle, Ontario be under the management and control of a Municipal Service Board appointed by Council to be called "The Newcastle Memorial Arena Board", hereinafter referred to as the "Board".
2. The Board shall be comprised of nine (9) persons, two (2) members of whom shall be members of Council.
3. The Board will serve a term coinciding with the term of the appointing Council and until its successors are appointed. Members are eligible for appointment for more than one term.
4. In case of a vacancy by the death or resignation of a member or from any cause other than the expiration of the term for which the member was appointed, Council shall appoint another eligible person in the member's place for the unexpired portion of the term.
5. A majority of the members of the Board constitutes a quorum.
6. The members of the Board shall serve without remuneration.
7. Each member of the Board shall have one vote.
8. Subject to such limitations and restrictions as Council may from time to time impose, the Board may:
 - a) Fix the times and places of meetings of the Board and the mode of calling and conducting them and make regulations governing the conduct of its members and employees;
 - b) Elect a Chair, Vice-Chair, and a Secretary-Treasurer, all of whom shall hold office at the pleasure of the Board, or for such period as the Board may prescribe;
 - c) Employ such officers and servants as it may deem necessary, determine the terms on which they are to be employed, fix their salaries and prescribe their duties;
 - d) Adopt policies for rules for the use of the arena and for the admission of the public thereto, and for regulating all other matters and things connected with the management thereof.

9. The Board shall meet a minimum of four (4) times per year.
10. The meetings of the Board shall be open to the public, in accordance with Section 239 of the *Municipal Act* and no person shall be excluded therefrom except for improper conduct.
11. The Board shall keep minutes of its meetings and all books, paper documents used in, and pertaining to the business of the Board, and all such minutes, books, papers and documents shall be opened to the members of Council and to any other person or persons appointed for the purpose by Council. The minutes of all Board meetings are to be submitted to the Municipal Clerk within ten (10) business days following the meetings.
12. The Board shall, on or before the fifteenth day of December in each year, prepare and submit to Council an estimate of its financial requirements for the ensuing financial year.
13. The Board shall keep distinct and regular accounts of its receipts, payments, credits and liabilities.
14. The accounts and transactions of the Board shall be audited by the Municipal Auditor, and all minute books, books, records, documents, transactions, accounts and vouchers of the Board shall be opened to the Auditor's inspection at all times as well as to the Municipal Treasurer.
15. Immediately after its accounts and transactions have been audited, the Board shall submit them, together with an annual report of its affairs to Council.
16. The Board shall not commit or suffer or permit to be committed any waste or damage, disfiguration or injury to the premises or the improvements, installations, fixtures, and equipment thereon and any nuisance in, at or on the premises.
17. The Board shall not do or permit anything to be done that results in the cancellation or threatened cancellation or the reduction of coverage or threatened reduction of coverage under any insurance policy on the premises or any part of it.
18. The Board at all times throughout the term shall maintain the premises in a satisfactory condition as determined by the Municipality acting reasonably. The Board shall keep the premises in a clean condition and shall obtain at its expense janitorial services. The Board will also be responsible for winter maintenance snow removal.

19. The Board hereby accepts the Arena on an "as is" basis. The Board shall maintain and keep the premises and every part thereof in good working order and promptly make all needed maintenance, repairs, and replacements, as would a prudent owner.
20. If structural repairs or replacements to the roof, foundation or load bearing walls, building envelope and/or the mechanical equipment are needed, the Municipality shall be obligated at their expense to affect such repairs or replacements.
21. If the Board desires to make any alterations or additions to the premises, including but not limited to erecting partitions, attaching equipment and installing necessary furnishings or additional equipment of the Board's business, the Board may do so at its own expense, at any time, provided before undertaking any alteration or addition, the Board submits to the Municipality a plan showing the proposed alterations or additions and the Board does not proceed to make any alteration or addition unless the Municipality has approved the Plan. The Municipality shall not unreasonably or arbitrarily withhold approval.
22. The Board shall be responsible for and pay the cost of any alterations, additions or installations, or improvements.
23. No sign, advertisement or notice shall be inscribed, painted, or affixed by the Board or any other person on the Board's behalf on any part inside or outside unless approved by the Municipality.
24. All alterations and additions made by or on behalf of the Board shall immediately become property of the Municipality without compensation to the Board.
25. The Board agrees to observe and comply with all applicable governmental laws and regulations including fire, police, health, etc. The Municipality will ensure that the building meets all appropriate codes and regulations.
26. The Board will be responsible for the cost of all utilities for the building.
27. The Board shall promptly notify the Municipality of any accident, defect, damage or deficiency in or on any part of the premises which comes to the attention of the Board.
28. The Municipality will provide the Board with full access to all available areas of the building.
29. The Board cannot sell, lease or otherwise dispose of any of the assets of the Newcastle Memorial Arena, all or part of real or personal property related to the arena.

30. The Board agrees to use the revenue it generates from the provision of the municipal service to fund the operation and maintenance of the operation.
31. If the Board determines that it no longer requires an asset for the purpose of providing a Municipal Arena, the Board will release its interest in the asset to the Municipality.
32. The Board will provide information to the Municipality on the operation and management of the Municipal Arena and will be required to present to Council a report once during the term of each Council.
33. All agreements that the Board enters into will hold the Municipality of Clarington harmless from any and all claims, actions, damages or lawsuits pertaining to the use of the facility and premises.
34. Any employee of the Board will be considered an employee of the Board and will be subject to the appropriate laws and regulations regarding employment and will not be considered an employee of the Municipality of Clarington under any circumstances.
35. The Municipality agrees to provide property and contents insurance coverage to the Building while this agreement is in place.
36. The Municipality agrees to provide liability insurance coverage under the Municipality's Master Policy.
37. If the Board dissolves, all assets, including bank accounts shall be temporarily turned over to the custody of the Municipality until a replacement Board is established.