

**SUNDRIDGE-STRONG-JOLY ARENA, HALL & BALLFIELD
AGREEMENT**

This Agreement made in triplicate this *10th* day of *June*.....2002

BETWEEN - THE CORPORATION OF THE VILLAGE OF SUNDRIDGE
hereinafter called "Village of Sundridge"

- THE CORPORATION OF THE TOWNSHIP OF STRONG
hereinafter called "Township of Strong"

- THE CORPORATION OF THE TOWNSHIP OF JOLY
hereinafter called "Township of Joly"

WHEREAS the Village of Sundridge, The Township of Strong and The Township of Joly entered into an agreement for the maintenance and operation of the Arena to serve the citizens of Sundridge, Strong and Joly in an agreement dated the 13th day of October 1987;

AND WHEREAS the parties hereto have agreed to further amend the said agreement to include the maintenance and operation of the Ball Field and hereby replace the Agreement dated the 13th day of October 1987;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions hereafter set out, the parties hereto agree as follows:

1. The Village of Sundridge, the Township of Strong and the Township of Joly shall form the Sundridge-Strong-Joly Arena, Hall and Ballfield Committee, (hereinafter called "the Committee"). The Committee is to be composed of THREE (3) persons to be elected or appointed as follows:
 - a) The Council of the Village of Sundridge shall elect from among their members 1 council member to sit as a member of the Committee. The appointment is to take place at the first regular meeting of the New Council in December and the appointment to be effective for a three year term beginning January 1st following the appointment.
 - b) The Council of the Township of Strong shall elect from among their members 1 council member to sit as a member of the Committee. The appointment is to take place at the first regular meeting of the New Council in December and the appointment to be effective for a three year term beginning January 1st following the appointment. As administrators of the Arena, the Township of Strong will appoint a member of the office staff to act as Secretary of the Committee and shall be paid a stipend for each meeting attended by the Committee.
 - c) The Council of the Township of Joly shall elect from among their members 1 council member to sit as a member of the Committee. The appointment is to take place at the first regular meeting of the New Council in December and the appointment to be effective for a three year term beginning January 1st following the appointment.
 - d) Unless appointed, the Reeve does not automatically sit on the Committee.
 - e) The Committee's fiscal year shall be from January 1st to December 31 each year.
2. After every Municipal Election and after Committee appointments, The Committee shall elect from among the representatives of the Township of Joly, one representative to sit as Chairperson of the Committee for 1 year. The Committee shall elect from among the representatives of the Township of Strong, one representative to sit as Chairperson of the Committee for 1 year. The Committee shall elect from among the representatives of the Village of Sundridge, one representative to sit as Chairperson for 1 year. The Chairmanship of the said Committee shall continue to alternate in like fashion in each year during the term of this agreement.

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3. Vacancies on the Committee shall be filled by the Council of the municipality making the original appointment.
4. The Three Members of the Committee shall constitute a Quorum for the transaction of Business of any meeting of the Committee.
5. The Committee shall hold regular monthly meetings at a place and time to be designated by the Chairperson of the Committee, provided that the Chairperson shall notify the other members of the Committee of the time and place of the meetings by written notice to be delivered to the other members of the Committee at least one clear day prior to the holding of the meeting. The date of the monthly meeting shall be set so that a copy of the Committee minutes will be in each council's hands before the date of that council's regular monthly meeting for that month. A copy of all the minutes is to be provided to each Committee Member and each Municipal Clerk.
6. The Committee shall be responsible for conducting all of the affairs of the Sundridge-Strong-Joly Arena, Hall and Ballfield including but not limiting the generality of the foregoing, approve the purchase and repair of all equipment, the maintenance of the Arena and Ballfield, the hiring and dismissal of Arena and Ballfield staff, the setting of responsibilities of all arena and ballfield staff, the negotiation of wages for all arena and ballfield staff, the payment of Workers Compensation and the general conduct of the affairs of the Sundridge Strong-Joly Arena, Hall & Ballfield.
7. The majority of the votes cast at a meeting of the Committee shall deem to be conclusive of all matters decided by the Committee.
8. The Committee shall prepare an annual Budget as follows:
 - a) The Committee must draw up an itemized budget which will then be approved by the three councils. Expenses not budgetted for must be approved by all three councils. The Chairperson of the Committee must present the Committee budget at a Joint Meeting of all councils called by the administrative municipality to seek approval of the budget prior to May 1st each year.
 - b) A copy of the Budget must be sent to each Council one month prior to the Joint Meeting.
 - c) A \$5000 maximum is to be used as a contingency fund to be set aside as a reserve for future expenses.
 - d) The deficit or surplus at the end of the year is to be projected into the next year's budget.
 - e) Funds are to be drawn as requested by the Committee up to budget amount.
9. The Committee shall keep a complete set of Minutes of Meetings and also such records of expenditures and receipts as are required.
10. The Village of Sundridge, The Township of Strong and the Township of Joly agree to share all costs of every nature and kind and all operating costs of every nature and kind of the Sundridge-Strong-Joly Arena, Hall and Ballfield in the proportions as follows:
 10. (a) The Corporation of the Township of Strong 50%
 - (b) The Corporation of the Village of Sundridge 40%
 - (c) The Corporation of the Township of Joly 10%

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11. The Village of Sundridge, The Township of Strong, The Township of Joly hereby agree to divide all operating profit from the Sundridge-Strong-Joly Arena, Hall & Ballfield upon the following ratios:

- a) The Corporation of the Township of Strong 50%
- b) The Corporation of the Village of Sundridge 40%
- c) The Corporation of the Township of Joly 10%

12. The Township of Strong shall administer and keep separate from Municipal funds, all monies and the paying of bills and shall supply all bookkeeping, financial statements, treasurers reports, accounts payable and any correspondence required by the Committee and on behalf of the Sundridge-Strong-Joly Arena, Hall and Ballfield Committee. The Township of Strong will supply an annual audited statement to each municipality. The Township of Strong will charge an agreed upon administration fee for these services.

IN WITNESS WHEREOF THE CORPORATIONS HAVE HEREUNTO AFFIXED THEIR SEALS ATTESTED
BY THE HANDS OF THE DULY AUTHORIZED OFFICERS THIS DAY OF2002

THE CORPORATION OF THE VILLAGE OF SUNDRIDGE

Egmont Schneider REEVE
Lillian S. Fowler CLERK

THE CORPORATION OF THE TOWNSHIP OF STRONG

Stephen Blum REEVE
Diana Georgie CLERK

THE CORPORATION OF THE TOWNSHIP OF JOLY

Fred Preston REEVE
Heather Marchand CLERK