

## **Service Contract between NCC and Nolalu LSB**

### **1. Parties:**

This is a contract for the provision of recreation services between the Nolalu Community Centre, Ontario Corporation #380067 (hereinafter NCC), and the Local Services Board of Nolalu (hereinafter Nolalu LSB).

### **2. Term of Contract and Service Area:**

The provision of service will begin on October 1, 2011 and run until September 30, 2012. Recreation services will be provided for residents and property owners in the service area throughout the term of this contract.

The service area shall consist of all properties within the Nolalu LSB as defined by Section 39 of Ontario Regulation 737 made under Section 39 of the *Northern Services Boards Act* of Ontario.

### **3. General:**

- a. Time is of the essence in this contract.
- b. Payments for recreation services will generally be based on the actual usage of the NCC building or grounds for the various services.
- c. Payments made under this contract shall be used to cover the operating expenses of NCC as listed in Schedule 'A'. A monthly report form (Schedule 'B') will be used to ensure that the operating expenses of NCC are up to date.
- d. No liability shall attach or accrue to the Nolalu LSB by reason of injury or damage claims associated with any recreation services provided by the NCC under the terms of this contract.
- e. Nothing in this contract shall prevent the NCC from entering into contracts with other bodies as long as service levels required by this contract are maintained.

### **4. What the NCC shall provide:**

#### **4.1 Programs**

The following programs shall be provided in accordance to the following percentages of the fee paid to the NCC:

- a. Seniors programs two times per month (23%).
- b. Events/programs for kids at least once per month (9%).
- c. Christmas party for kids (3%).
- d. Use of the community centre for approximately 15 LSB meetings per year (10%).

- e. Use of the community centre for community organizations at least 12 times per year (8%).
- f. Use of the community centre for community events such as pancake breakfasts, suppers, dances, etc. at least 6 times per year (8%)
- g. Free hall rental for funeral teas for community members. (6%)
- h. Regular issues of a community newsletter, at least bimonthly, and other notices as needed. (15%)
- i. Facilities for monthly health clinic (NorWest Health Centre) (11%)
- j. Use of the community centre as an emergency facility in the event of flood, fire, or other disaster (if the disaster/emergency does not directly affect NCC). (7%)

#### **4.2 Insurance and Financials**

- a. Provide proof of current liability insurance with a minimal coverage of \$2 million to cover the activities of the NCC.
- b. Submit on or before the 20<sup>th</sup> of each month, a completed copy of the monthly financial report (a blank copy is attached as Schedule 'B') to the LSB Secretary/Treasurer.
- c. Provide timely acknowledgment in writing of payments received from the Nolalu LSB for installments paid.

#### **5. What the Nolalu LSB shall provide:**

- a. Payment for services provided for a total amount of \$20,759 to be paid in installments.
- b. Each installment shall be 1/12 of the total minimum amount and will be paid monthly as set out in the payment schedule attached hereto as Schedule C.
- c. Payment shall be made no later than the regular Nolalu LSB monthly meeting.
- d. If the LSB receives any pre-2009 tax levy arrears, a decision to pay any and all arrears tax levy amounts received by the LSB shall be considered and if so determined, 32% of the total determined tax arrears shall be paid to NCC no later than the next regular Nolalu LSB meeting following the LSB's receipt of the arrears tax levy funds.
- e. The services of the Nolalu LSB Secretary/Treasurer for year-end bookkeeping.
- f. The Nolalu LSB shall assist the NCC in any way possible to secure government funding for recreational services.

#### **6. Assessment of Contract Performance and Payment:**

- a. Half way through the term of this contract, the Nolalu LSB and NCC will conduct a mutual review of the performance of both parties under this agreement. Upon agreement of both parties, amendments may be made to this contract at that time.
- b. If discrepancies are noted by either party in the monthly financial reports or during the semi-annual contract performance review, the following procedure will apply:

1. Monthly financial discrepancies shall be noted in writing and entered into the Nolalu LSB minutes.
2. Discrepancies shall be discussed between the Nolalu LSB and NCC to find a solution satisfactory to both parties.
3. If a solution cannot be found or implemented, monthly payments may be adjusted or suspended by the Nolalu LSB. Other options, including the appointment of a third party arbitrator, appropriate to the situation may also be considered.

**7. Termination:**

This contract may be terminated by either party upon 90 days written notice to the following addresses:

Local Services Board of Nolalu  
R.R. #1  
Kakabeka Falls ON P0T 1W0  
Attn: Sharon Low, Chair

Nolalu Community Centre  
R.R. #1  
Nolalu ON P0T 2K0  
Attn: President

**8. Signatures:**

In witness that both parties agree to the above terms and conditions, this contract is signed on the 22<sup>nd</sup> day of November 2011.

For the Local Services Board of Nolalu,

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Sharon Low, Chair

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Karen Caren, Secretary/Treasurer

For the Nolalu Community Centre,

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President

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Secretary/Treasurer

## **SCHEDULE 'A' TO NCC CONTRACT**

### **Definitions:**

"Repair" means replacement of parts or other restoration of units, plants, buildings, etc., designed to RESTORE normal working efficiency or to EXTEND the useful life of the asset, but NOT including the replacement of the whole asset.

"Maintenance" means the cost of keeping a property or asset in efficient working condition but not enhancing the "utility" of the asset.

### **Operating Expenses:**

- utilities
  - propane, lights, telephone, water and sewer
- insurance
  - insurance (including liability) on recreational facilities
- office & recreational supplies
  - consumable within the year
- repairs and maintenance of equipment
- repairs and maintenance of property
  - snow removal, lawn upkeep
- contracted services\facilities
- programs, as outlined in Section 4.1 of this contract
- other items subject to LSB approval

**SCHEDULE 'B' to NCC CONTRACT**  
**NCC MONTHLY OPERATING EXPENSES**

Month of:

<b>ELIGIBLE EXPENSES</b>	<b>AMOUNT</b>
<i>UTILITIES:</i>	
Propane	
Hydro	
Water	
Telephone	
<b>OFFICE &amp; BANK EXPENSES</b>	
<b>INSURANCE</b>	
<b>EQUIPMENT - REPAIRS AND MAINTENANCE</b>	
<b>PROPERTY - REPAIRS AND MAINTENANCE</b>	
<b>OTHER (SPECIFY)</b>	
<b>TOTAL EXPENSES</b>	

RECREATION PROGRAMS	
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**NOTES:**

**SCHEDULE 'C' to NCC CONTRACT**  
**Schedule of Payments**

Contract Fee     **\$ 20,759**

<b>Month</b>	<b>Payment Due</b>	<b>Amount</b>
Oct-11	23-Nov-11	\$ 1729.92
Nov-11	27-Dec-11	\$ 1729.92
Dec-11	24-Jan-12	\$ 1729.92
Jan-12	28-Feb-12	\$ 1729.92
Feb-12	27-Mar-12	\$ 1729.92
Mar-12	24-Apr-12	\$ 1729.92
Apr-12	22-May-12	\$ 1729.92
May-12	26-Jun-12	\$ 1729.92
Jun-12	24-Jul-12	\$ 1729.92
Jul-12	28-Aug-12	\$ 1729.92
Aug-12	25-Sep-12	\$ 1729.90
Sep-12	23-Oct-12	\$ 1729.90
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		\$ 20,759.00