

THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS

BY-LAW NO. 2013-1234

**BEING A BYLAW TO AUTHORIZE A USE AGREEMENT
FOR THE DARLING/WHITE LAKE COMMUNITY CENTRE**

WHEREAS the *Municipal Act R.S.O. 1990 Chapter M.45 Section 207 para 58* authorizes the councils of municipalities to enter into an agreement for carrying out any of the purposes of section 58, which includes the acquiring, erecting, altering, maintaining, operating or managing of community recreation centres and for appointing a board of management to act on their behalf;

AND WHEREAS it has been deemed expedient to revise and amend the Property Use and Maintenance Agreement for the keeping in repair and managing of the Darling/White Lake Community Centre;

NOW THEREFORE the Council of the Corporation of the Township of Lanark Highlands ENACTS AS FOLLOWS:-

1. **THAT** an agreement be entered into between the Township of Lanark Highlands and the Darling/White Lake Community Centre with respect to a 'Property Use and Management Agreement', attached as schedule "A".
2. **THAT** Schedule "A" attached hereto forms part of this bylaw.
3. **THAT** from and after the passage of this bylaw, all former bylaws in particular Bylaw No. 2002-303, are hereby revoked and repealed.

READ a FIRST and SECOND TIME this 25th day of June, 2013.

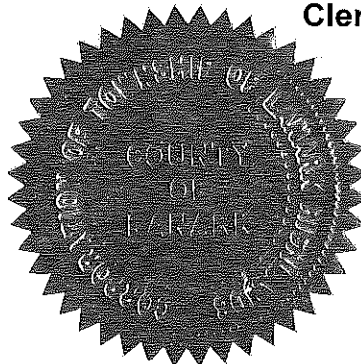
READ a THIRD TIME SHORT and **PASSED** this 25th day of June, 2013.



Mayor, Peter McLaren



Clerk, Ross Trimble



PROPERTY USE and MANAGEMENT AGREEMENT

Municipal Property - Township of Lanark Highlands

(July, 2013)

This agreement is made in duplicate between:

The Corporation of the Township of Lanark Highlands
Hereinafter called the "Township"

AND:

Darling/White Lake Community Centre
Hereinafter called the "DWLCC"

The Township and the DWLCC hereby agree as follows:

1. The Township hereby grants the DWLCC authority to use and manage the lands and premises located at Concession 10, pt Lot 21, Darling Township, Municipality of Lanark Highlands, known locally as the "Community Centre".
2. The term of this agreement commences on the 1st day of July 2013 and ends on the 30st day of June 2023.
 - (a) During this term, the Township may terminate this agreement upon two months written notice if DWLCC fails to comply with the terms and conditions of this agreement.
 - (b) During this term, DWLCC may terminate this agreement upon two months written notice.
 - (c) If DWLCC continues occupation of the lands and premises with the consent of the Township after expiry of the term of this agreement, DWLCC shall be deemed to be using and managing the lands and premises on a month-to-month basis but otherwise on the same terms as set out in this agreement.
3. DWLCC may use the lands and premises for seminars, meetings, public gatherings, recreational pursuits and for other such other purposes as outlined on attached Schedule "B" (attached). DWLCC is permitted to charge an entry fee for any of the foregoing.
4.
 - (a) DWLCC shall pay the Township a rent of two dollars (\$2.00) per year for use of the lands and premises.
 - (b) The Township shall invoice DWLCC bi-annually for expenses paid directly by the municipality incurred during the proceeding half-year. Each invoice is payable in full thirty days after delivery. DWLCC is deemed to have admitted the accuracy of the amount charged in any invoice for additional expenses, which have not been challenged in writing within the same thirty days.
5. The following additional expenses will be the sole responsibility of DWLCC:
 - (a) Utility Charges – heat, electricity and telephone charges (less annual allowance)
 - (b) Exterior Maintenance and Repairs
 - (c) Interior Maintenance and Repairs
 - (d) Yard Maintenance
 - (e) Inspection Charges (excluding annual inspections conducted by the Township).

6. The following additional expenses will be the sole responsibility of the Township. Insurance coverage for the building and its contents and public and volunteer liability coverage will be provided for under the Townships insurance policy.
7. DWLCC may not assign or sublet the Lands and premises, in whole or in part, or allow the Lands and premises to be used by any other person without the written consent of the Township.
8. DWLCC shall keep the Lands and premises in a reasonable state of repair and cleanliness and shall not make improvements or alterations to the Lands and premises without the written consent of the Township. DWLCC is further advised that smoking in any building on the Lands and premises is prohibited.
9. DWLCC agrees to adopt and execute the roles and responsibilities for the use of all assigned lands and premises in accordance with Schedule "A" attached, "ROLES AND RESPONSIBILITIES" of the Darling/White Lake Community Centre (DWLCC).
10. At the end of the agreement, DWLCC shall deliver vacant possession to the Township of the lands and premises in the same condition as at the commencement of the agreement, (reasonable wear and tear expected) except that the Township may, in the Township's sole discretion, elect to keep any of DWLCC's improvements, alterations or fixtures without reimbursement.
11. DWLCC further agrees that the property shall be available to any and all local groups, clubs and organizations that provide community benefit consistent with those activities listed on Schedule "B".
12. In the event of any proposed sale of the property by the municipality, DWLCC shall be granted first refusal to purchase said property, based upon the appraised value of the subject lands and buildings, less the value of documented and appraised improvements made to the property by DWLCC.

DATED at the Village of Lanark, this _____ day of _____ 2013.

Signed and delivered in the presence of:

_____	_____	_____
Witness	Township Mayor	Township Clerk

_____	_____	_____
Witness	For DWLCC – President	For DWLCC - Secretary

SCHEDULE "A"

PART I - ROLES AND RESPONSIBILITIES OF THE Darling/White Lake Community Centre (DWLCC)

The "Committee of Management" under the Community Centres Recreation Act shall;

1. GENERAL DUTIES and RESPONSIBILITIES OF THE ASSOCIATION
 - 1.1 To manage the assigned lands and premises in a proper and business - like manner to ensure that the Budget is adhered to, the facility meets the needs of the various users and the community, and to ensure that it is maintained in a safe and well-kept manner.
 - 1.2 To provide an annual list of all intended capital repairs and projects (including the installation of signs) associated with the budget submission to Council by November 1st.
 - 1.3 To actively promote the use of the assigned lands and premises by the community and various users so that the facility is utilized as much as possible.
 - 1.4 To identify the special needs of the community and to make every effort for the assigned lands and premises to meet these needs.
 - 1.5 To arrange all bookings for facilities, including opening and closing of any buildings, and acceptance of rental fees and deposits
 - 1.7 To bring any matters of serious concern (for example building safety) to the immediate attention of the Township for remedial action.
 - 1.8 To organize special events and fund raising events for the betterment of the Community.
 - 1.09 To provide to the municipality, access to all financial records for annual audit purposes as part of any grant process or procedure.
 - 1.10 To respond to all requests in a timely manner.
 - 1.11 To offer use of the building and property to the Township (at no cost) during a declared emergency as defined under the Municipal Emergency Plan.

2. TENDERING PROCESS

When implementing works that are part of the approved Budget, DWLCC should always ensure that such works are done in a workmanlike manner and are done at the best possible price. To as great an extend possible, DWLCC shall attempt to utilize people or companies located in the Township of Lanark Highlands and all works, to as great an extent as possible, should be based on a competitive price tendering/quotation process.

The Township recognizes for works of an emergency nature or for small items competitive pricing is not always possible.

3. WORK BY COMMITTEE MEMBERS

The Township recognizes and appreciates that DWLCC members contribute many hours of volunteer time to ensure the association is operated properly.

The Township however, requests that DWLCC members and their families not do work for compensation received (directly or indirectly) from the Township. Generally, the Association should require that any works for which payment for service is required by done at arms-length to avoid any conflict or appearance of conflict.

If, however, DWLCC is unable to obtain non-members to do such works, then with the approval of DWLCC, a member could do the work provided such member declares a conflict and does not participate in any discussion or voting on the issue or project under consideration.

**PART II - ROLES AND RESPONSIBILITIES OF THE
The Corporation of the Township of Lanark Highlands**

2. GENERAL DUTIES and RESPONSIBILITIES OF THE TOWNSHIP

- 2.1 To ensure that Township policies and procedures are followed
- 2.2 To offer technical assistance to DWLCC upon request.
- 2.3 To consult with DWLCC on all major works which are to be done to the Community Centre.
- 2.4 To ensure that the Community Centre building is structurally safe and complies with Building Code, Fire Code and other applicable Provincial requirements. The facility is to be inspected annually by the Township Building and Fire Departments and reports prepared. Monitor UV Systems and maintain filters on a regular basis.
- 2.5 To review budgets and annual expenses of DWLCC as part of any grant approval process.
- 2.6 To respond to all requests in a timely manner.
- 2.7 To supply water to the DWLCC.
- 2.8 Winter Maintenance-Parking area will be sanded and salted as conditions and equipment may be available.

SCHEDULE "B"

ACTIVITIES AND PROGRAMS BY DWLCC

Outlined below are the type of programs and activities that DWLCC may/will provide at the "Community Centre" facility. (Any activity or program that falls outside those listed below shall require an amendment to this agreement.)

ARTS workshops, on-going classes, festival, group events and activities, musical concerts.

CHILDREN and YOUTH programs, seasonal parties, on-going classes, summer camp activities and crafts.

HEALTH and SAFETY EDUCATION

FUNDRAISING EVENTS

RENTAL (Complimentary Uses) by other community groups and members.