

**THE CORPORATION OF THE  
TOWNSHIP OF LANARK HIGHLANDS**

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**BY-LAW NO. 2013 - 1253**

**BEING A BYLAW TO AUTHORIZE A USE AGREEMENT  
FOR THE ROBERTSON LAKE HALL**

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**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 Robertson Lake Hall;

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

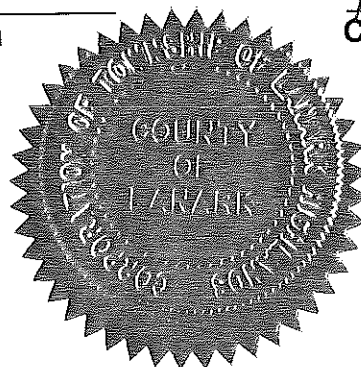
1. **THAT** an agreement be entered into between the Township of Lanark Highlands and the Robertson Lake Hall with respect to a 'Property Use and Management Agreement', attached as schedule "A".
2. **THAT** Schedule "A" attached hereto forms part of this bylaw.
3. **THAT** from and after the passage of this bylaw, all former bylaws in particular Bylaw No. 2002-303, are hereby revoked and repealed.

**READ** a FIRST and SECOND TIME this 3<sup>rd</sup>, day of December 2013.

**READ** a THIRD TIME SHORT and PASSED this 3<sup>rd</sup>, day of December 2013.

  
\_\_\_\_\_  
Mayor, Peter McLaren

  
\_\_\_\_\_  
Clerk, Ross Trimble



**PROPERTY USE and MANAGEMENT AGREEMENT**  
**Municipal Property - Township of Lanark Highlands**

(December, 2013)

This agreement is made in duplicate between:

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

AND:

Robertson Lake Hall  
Hereinafter called the "RLH"

The Township and the RLH hereby agree as follows:

1. The Township hereby grants the RLH authority to use and manage the lands and premises located at Concession 8, East pt Lot 6, Lavant Township, Municipality of Lanark Highlands, known locally as the "Community Centre".
2. The term of this agreement commences on the 1<sup>st</sup> day of September 2013 and ends on the 31<sup>st</sup> day of August 2023.
  - (a) During this term, the Township may terminate this agreement upon two months written notice if RLH fails to comply with the terms and conditions of this agreement.
  - (b) During this term, RLH may terminate this agreement upon two months written notice.
  - (c) If RLH continues occupation of the lands and premises with the consent of the Township after expiry of the term of this agreement, RLH 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. RLH 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). RLH is permitted to charge an entry fee for any of the foregoing.
4.
  - (a) RLH shall pay the Township a rent of two dollars (\$2.00) per year for use of the lands and premises.
  - (b) If the municipality pays directly for agreed-upon expenses that are the responsibility of the RLH, the Township will invoice the RLH at the end of each half year. Each invoice is payable in full, thirty days after delivery. Unless the RLH challenges the accuracy of the amount charged in any invoice in writing within thirty days of receipt, the RLH is deemed to have accepted the accuracy of the invoice.
5. The following additional expenses will be the sole responsibility of RLH:
  - (a) Utility Charges – heat, electricity and telephone charges (less annual allowance)
  - (b) Minor Maintenance and Repairs to the Exterior of the Hall Building
  - (c) Minor Maintenance and Repairs to the Interior of the Hall Building
  - (d) Yard Maintenance
  - (e) Inspection Charges (excluding annual inspections conducted by the Township).
  - (f) Septic tank System-shared 50-50.

6. The following additional expenses will be the sole responsibility of the Township:
  - a. Insurance coverage for the building and its contents and public and volunteer liability coverage will be provided for under the Township's insurance policy
  - b. Major Maintenance and Repairs to the Exterior of the Hall Building
  - c. Major Maintenance and Repairs to the Interior of the Hall Building.
7. RLH 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. RLH shall keep the Lands and premises in a reasonable state of repair and cleanliness and shall not make major improvements or alterations to the Lands and premises without the written consent of the Township. RLH is further advised that smoking in any building on the Lands and premises is prohibited.
9. RLH 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 Robertson Lake Hall (RLH).
10. At the end of the agreement, RLH 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 RLH's improvements, alterations or fixtures without reimbursement.
11. RLH 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, RLH 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 RLH. In addition, all moveable contents purchased by RLH would remain the property of the RLH and would be disposed of as agreed to by the RLH.

DATED at the Village of Lanark, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Signed and delivered in the presence of:

Witness	Township Mayor	Township Clerk
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Witness	For RLH – President	For RLH - Secretary
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## SCHEDULE "A"

### PART I - ROLES AND RESPONSIBILITIES OF THE Robertson Lake Hall (RLH)

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 desired capital repairs and projects (including the installation of signs) associated with the budget submission to Council by November 1<sup>st</sup> in advance of the Township's budgetary process
- 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.
- 1.6 To bring any matters of serious concern (for example building safety) to the immediate attention of the Township for remedial action.
- 1.7 To organize special events and fund raising events.
- 1.8 To provide to the Township a copy of the AGM minutes and unaudited financial statements in accordance with the Township's grant process.
- 1.9 To respond to all requests from the Township in a timely manner.
- 1.10 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 contracting out works of minor Maintenance and Repairs to the Exterior and/or Interior of the Hall Building, RLH should always ensure that such works are done in a workman-like manner and are done at the best possible price.

To as great an extent as possible, RLH shall attempt to utilize people or companies located in the Township of Lanark Highlands.

To as great an extent as possible, the works should be based on a competitive price tendering/quotation process when the amount of work and the cost thereof warrants a tendering process.

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

The RLH may hire RLH members and/or their families to perform work so long as the negotiations are performed in a transparent manner and the works are done in a workman-like manner and are done at the best possible price.

A RLH 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 RLH upon request.
- 2.3 To consult with RLH on all major works which are to be done to the Community Centre.
- 2.4 When contracting out works for major Maintenance and Repairs to the Exterior and/or Interior of the Hall Building, the Township should always ensure that such works are done in a workman-like manner and are done at the best possible price through the implementation of the Township's standard tendering processes and monitoring policies.
- 2.5 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.
- 2.6 To review the unaudited annual financial statements in accordance with the Township's grant process.
- 2.7 To respond to all requests in a timely manner.
- 2.8 To supply water to the RLH.
- 2.9 Winter Maintenance: Parking area will be sanded and salted as conditions and equipment may be available.
- 2.10 To provide reimbursement for any extraordinary expenses incurred while using the building and property during a declared emergency as defined under the Municipal Emergency Plan.
- 2.11 Responsible for the maintenance of the grounds, including boat launch, dock and beach area.

## **SCHEDULE "B"**

### **ACTIVITIES AND PROGRAMS BY RLH**

Outlined below are the type of programs and activities that RLH may/will provide at the "Community Centre" facility.

- 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 or complimentary uses by other community groups and members
- Short-term commercial activity