

THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS

BY-LAW NO. 2013 - 1254

BEING A BYLAW TO AUTHORIZE A USE AGREEMENT
FOR THE NORTH LAVANT 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 North Lavant 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 North Lavant 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from and after the passage of this bylaw, all former bylaws in particular Bylaw No. 2002-303, are hereby revoked and repealed.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 3rd, day of December.

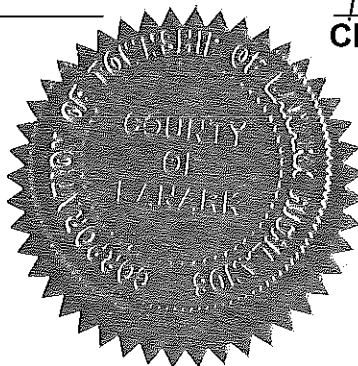
READ a THIRD TIME SHORT and PASSED this 3rd, day of December.



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:

North Lavant Community Centre
Hereinafter called the "NLCC"

The Township and the NLCC hereby agree as follows:

1. The Township hereby grants the NLCC authority to use and manage the lands and premises located at Concession 4, East pt Lot 12, Lavant Township, Municipality of Lanark Highlands, known locally as the "Community Hall".
2. The term of this agreement commences on the 1st day of May 2013 and ends on the 30st day of April 2023.
 - (a) During this term, the Township may terminate this agreement upon two months written notice if NLCC fails to comply with the terms and conditions of this agreement.
 - (b) During this term, NLCC may terminate this agreement upon two months written notice.
 - (c) If NLCC continues occupation of the lands and premises with the consent of the Township after expiry of the term of this agreement, NLCC 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. NLCC 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). NLCC is permitted to charge an entry fee for any of the foregoing.
4.
 - (a) NLCC 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 NLCC, the Township will invoice the NLCC at the end of each half year. Each invoice is payable in full, thirty days after delivery. Unless the NLCC challenges the accuracy of the amount charged in any invoice in writing within thirty days of receipt, the NLCC is deemed to have accepted the accuracy of the invoice.
5. The following additional expenses will be the sole responsibility of NLCC:
 - (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).

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. NLCC 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. NLCC 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. NLCC is further advised that smoking in any building on the Lands and premises is prohibited.
9. NLCC 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 North Lavant Community Centre (NLCC).
10. At the end of the agreement, NLCC 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 NLCC's improvements, alterations or fixtures without reimbursement.
11. NLCC 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, NLCC 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 NLCC. In addition, all moveable contents purchased by NLCC would remain the property of the NLCC and would be disposed of as agreed to by the NLCC.

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

Signed and delivered in the presence of:

Witness

Township Mayor

Township Clerk

Witness

For NLCC – President

For NLCC - Secretary

SCHEDULE "A"

PART I - ROLES AND RESPONSIBILITIES OF THE North Lavant Community Centre (NLCC)

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 1st 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, NLCC 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, NLCC 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 NLCC members contribute many hours of volunteer time to ensure the association is operated properly.

The NLCC may hire NLCC 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 NLCC 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 NLCC upon request.
 - 2.3 To consult with NLCC 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 NLCC.
 - 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.

SCHEDULE "B"

ACTIVITIES AND PROGRAMS BY NLCC

Outlined below are the type of programs and activities that NLCC 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

