

THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS

BY-LAW NO. 2014 - 1285

**BEING A BYLAW TO AUTHORIZE A USE AGREEMENT
FOR THE LANARK & DISTRICT MUSEUM**

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;

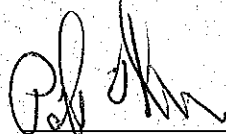
AND WHEREAS it has been deemed expedient to revise and amend the Property Use and Maintenance Agreement for the keeping in repair and managing of the Lanark & District Museum;

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

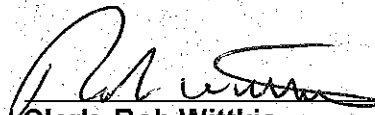
1. **THAT** an agreement be entered into between the Township of Lanark Highlands and the Lanark & District Museum with respect to a 'Property Use and Management Agreement', attached as schedule "A".
2. **THAT** Schedule "A" attached hereto forms part of this bylaw.
3. **THAT** from and after the passage of this bylaw, all former bylaws in particular Bylaw No. 2002-303, are hereby revoked and repealed.

READ a FIRST and SECOND TIME this 24 day of June 2014.

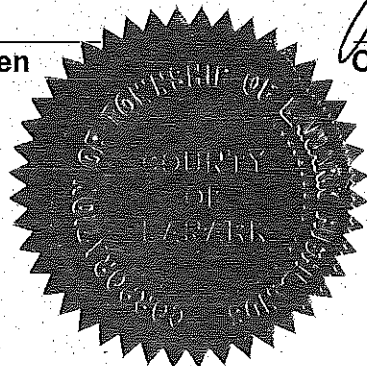
READ a THIRD TIME SHORT and PASSED this 24 day of June 2014.



Mayor, Peter McLaren



Clerk, Rob Wittkie



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

(June, 2014)

This agreement is made in duplicate between:

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

AND:

Lanark & District Museum
Hereinafter called the "LDM BOARD OF DIRECTORS"

The Township and the LDM BOARD OF DIRECTORS hereby agree as follows:

1. The Township hereby grants the LDM BOARD OF DIRECTORS authority to use and manage the lands and premises located at 80 George Street, Village of Lanark, Municipality of Lanark Highlands, known locally as the "Museum".
2. The term of this agreement commences on the 1st day of July 2014 and ends on the 30th day of June 2024.
 - (a) During this term, the Township may terminate this agreement upon two months written notice if LDM BOARD OF DIRECTORS fails to comply with the terms and conditions of this agreement.
 - (b) During this term, LDM BOARD OF DIRECTORS may terminate this agreement upon two months written notice.
 - (c) If LDM BOARD OF DIRECTORS continues occupation of the lands and premises with the consent of the Township after expiry of the term of this agreement, LDM BOARD OF DIRECTORS 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. LDM BOARD OF DIRECTORS may use the lands and premises primarily as stated in the museum's "Statement of Purpose".
4.
 - (a) LDM BOARD OF DIRECTORS 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 LDM BOARD OF DIRECTORS, the Township will invoice the LDM BOARD OF DIRECTORS at the end of each half year. Each invoice is payable in full, thirty days after delivery. Unless the LDM BOARD OF DIRECTORS challenges the accuracy of the amount charged in any invoice in writing within thirty days of receipt, the LDM BOARD OF DIRECTORS is deemed to have accepted the accuracy of the invoice.
5. The following additional expenses will be the sole responsibility of LDM BOARD OF DIRECTORS:
 - (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) 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. LDM BOARD OF DIRECTORS 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. LDM BOARD OF DIRECTORS 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. LDM BOARD OF DIRECTORS is further advised that smoking in any building on the Lands and premises is prohibited.
9. LDM BOARD OF DIRECTORS 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 Lanark & District Museum (LDM BOARD OF DIRECTORS).
10. At the end of the agreement, LDM BOARD OF DIRECTORS 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 LDM BOARD OF DIRECTORS's improvements, alterations or fixtures without reimbursement.
11. "Statement of Purpose: The Lanark & District Museum is operated by the Museum Board of the Corporation of the Township of Lanark Highlands. This museum, accepts responsibility for collecting, preserving, researching, storing, interpreting and exhibiting historically significant artifacts, reference and genealogical material that relate to the following:
 1. To collect and preserve the cultural heritage of Lanark Village (est. 1820) from its pre-settlement history to the present day.
 2. To collect and preserve the cultural heritage of Lanark Highlands, Drummond Township and other historically linked communities.

The Lanark & District Museum will be open at regular stated hours.
 Local non-profit interest groups or organizations, as approved by the board, will be encouraged to carry out complimentary activities or events at the museum that are not detrimental to the integrity of the museum.

DATED at the Village of Lanark, this _____ day of _____ 2014.

Signed and delivered in the presence of:

 Witness

 Township Mayor

 Township Clerk

Witness

For LDM BOARD OF DIRECTORS – President

For LDM

BOARD OF DIRECTORS - Secretary

SCHEDULE "A"

PART I - ROLES AND RESPONSIBILITIES OF THE Lanark & District Museum (LDM BOARD OF DIRECTORS)

1. GENERAL DUTIES and RESPONSIBILITIES OF THE MUSEUM

- 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 Museum Building, LDM BOARD OF DIRECTORS 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, LDM BOARD OF DIRECTORS 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 LDM BOARD OF DIRECTORS members contribute many hours of volunteer time to ensure the association is operated properly.

The LDM BOARD OF DIRECTORS may hire LDM BOARD OF DIRECTORS 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 LDM BOARD OF DIRECTORS 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 LDM Board of Directors upon request.
- 2.3 To consult with LDM Board of Directors on all major works which are to be done to the LDM.
- 2.4 When contracting out works for major Maintenance and Repairs to the Exterior and/or Interior of the LDM, 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 LDM 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.
- 2.6
- 2.7 To review the unaudited annual financial statements in accordance with the Township's grant process.
- 2.8 To respond to all requests from LDM Board of Directors in a timely manner.
- 2.9 To supply water to the LDM and pump out the holding tank..