



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

THIS AGREEMENT IS MADE AS OF THE ____ DAY OF ____ 2023.

BETWEEN:

The Corporation of the Township of Lanark Highlands, a municipal corporation organized pursuant to the laws of the Province of Ontario (hereinafter referred to as the "Township")

-AND-

Lanark & District Museum (hereinafter referred to as the "LANARK & DISTRICT MUSEUM")
hereby agree as follows:

1. The Township hereby grants the LANARK VILLAGE MUSEUM authority to use and manage the lands and premises located at 80 George St, Village of Lanark, Municipality of Lanark Highlands, known locally as the "Museum".
2. The term of this agreement commences on the 1st day of June 2023 and ends on the 30th day of June 2033.
 - a) During this term, the Township may terminate this agreement upon twelve months written notice if LANARK & DISTRICT MUSEUM fails to comply with the terms and conditions of this agreement.
 - b) During this term, LANARK & DISTRICT MUSEUM may terminate this agreement upon twelve months written notice if the Township fails to comply with the terms and conditions of this agreement.
 - c) If LANARK & DISTRICT MUSEUM continues occupation of the lands and premises with the consent of the Township after expiry of the term of this agreement, LANARK & DISTRICT MUSEUM 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. LANARK & DISTRICT MUSEUM may use the lands and premises for seminars, meetings, public gatherings, recreational pursuits and for other such purposes as outlined on attached schedule "C" (attached). LANARK & DISTRICT MUSEUM is permitted to charge an entry fee for any of the foregoing.



4. a) LANARK & DISTRICT MUSEUM 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 LANARK & DISTRICT MUSEUM bi-annually for agreed upon expenses that are the responsibility of the LANARK & DISTRICT MUSEUM paid directly by the municipality incurred during the proceeding half-year. Each invoice is payable in full thirty days after delivery. LANARK & DISTRICT MUSEUM 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 LANARK & DISTRICT MUSEUM (detailed list in Schedule "B"):

- a) Utility charges - heat, electricity, and telephone charges
- b) Exterior minor maintenance and repairs
- c) Interior minor maintenance and repairs
- d) Inspection charges (ie. Fire Extinguishers, smoke alarms)

6. The following additional expenses will be the sole responsibility of the Township (detailed list in Schedule "B"):

- a) Insurance coverage for the building and its contents and public and volunteer liability coverage, as well as LANARK & DISTRICT MUSEUM sponsored events will be provided for under the Townships insurance policy. The definition of Insured under the Municipal Liability wording includes:
 - any partner, officer (including statutory), director, employee, Leased Worker (as defined), Volunteer Worker (as defined) and Temporary Worker (as defined) while acting on behalf of the Insured or any former partner, officer, director, employee, Leased Worker, Volunteer Worker or Temporary Worker with respect to acts performed on behalf of the Insured in that capacity; "acts performed" shall include failure or omission to act.
- 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. LANARK & DISTRICT MUSEUM 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. LANARK & DISTRICT MUSEUM shall keep the lands and premises in a reasonable state of repair and cleanliness and shall not make improvements or alterations to the

Commented [CR1]: New

Commented [CR2]: New



9. Lands and premises without the written consent of the Township. LANARK & DISTRICT MUSEUM is further advised that smoking / vaping in any building on the Lands and premises is prohibited.
10. LANARK & DISTRICT MUSEUM 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.
11. At the end of the agreement, LANARK & DISTRICT MUSEUM shall deliver vacant possession to the Township of the lands and premises in the same condition as at the commencement of the original agreement, (reasonable wear and tear expected) except that the LANARK & DISTRICT MUSEUM's ~~Township~~ may, in the ~~Township's~~ LANARK & DISTRICT MUSEUM's sole discretion, elect to keep-leave any of LANARK & DISTRICT MUSEUM's improvements, alterations or fixtures with or without reimbursement. Similar to section 12 if the LANARK & DISTRICT MUSEUM elected reimbursement the reimbursement would be appraised value of the documented and appraised improvements made to the property by LANARK & DISTRICT MUSEUM.
12. LANARK & DISTRICT MUSEUM shall preserve, protect and promote the cultural, genealogical, and historical heritage chiefly of the former Lanark Township, as well as significant items from the other adjoining townships listed in "Schedule "C".
13. In the event of any proposed sale of the property by the municipality, LANARK & DISTRICT MUSEUM 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 LANARK & DISTRICT MUSEUM. In addition, all moveable contents purchased by LANARK & DISTRICT MUSEUM would remain the property of the LANARK & DISTRICT MUSEUM and would be disposed of as agreed to by the LANARK & DISTRICT MUSEUM.
14. In the event that the Museum ceases operation, the Township and the Museum Board will work in cooperation in regard to the management and disbursement of the resulting funds, keeping in mind the Mission Statement of the Museum to preserve and protect direction on how articles will be dispersed.



DATED at the Village of Lanark, this ____ day of June 2023.

Signed and delivered in the presence of:

Witness

Township Reeve

Township Clerk

Witness

President

Secretary



SCHEDULE "A"

PART 1 - ROLES AND RESPONSIBILITIES OF THE: LANARK & DISTRICT MUSEUM

~~The "Committee of Management" under the Community Centres Recreation Act shall;~~
The LANARK & DISTRICT MUSEUM Board shall;

Commented [CD3]: Removing this from all agreements

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1. GENERAL DUTIES and RESPONSIBILITIES OF THE ASSOCIATION BOARD

- 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. An annual grant of a minimum of \$5,000 per year will be issued by the Township to the LANARK & DISTRICT MUSEUM to assist with operational costs.
- 1.2 To provide an annual list of all desired major maintenance and projects 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 (as per Schedule C).
- 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 bring any matters of serious concern (for example building safety) to the immediate attention of the Township for remedial action.
- 1.6 To organize special events and fund raising events for the betterment of the Community.
- 1.9 To provide to the municipality, a copy of the AGM minutes access to all financial records for annual audit purposes as part of the Township's grant process.
- 1.12 To respond to all requests in a timely manner.

Commented [CR4]: New - the museum does not rent the facility like the Halls do. Each museum has received \$5,000 the past several years.

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~~1.13 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~~

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Commented [CR5]: This is for Community Centres only not museums.

2. TENDERING PROCESS

When implementing works that are part of the approved Budget, LANARK & DISTRICT MUSEUM should always ensure that such works are done in a workmanlike manner and are done at the best possible price. To as great an extent as possible, LANARK & DISTRICT MUSEUM ~~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.

Commented [CR6]: This may be an issue legally - according to MDV Museum Board.

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

3. WORK BY BOARD MEMBERS

The Township recognizes and appreciates that LANARK & DISTRICT MUSEUM board members contribute many hours of volunteer time to ensure the board is operated properly.

~~The Township however, requests that LANARK & DISTRICT MUSEUM board members and their family members 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 be done at arms-length to avoid any conflict or appearance of conflict.~~

Commented [CR7]: This is the wording in the community centre agreements, not sure why the museum agreement says family members CAN work for compensation. I recommend keeping the wording the same as the other agreements

If, however, LANARK & DISTRICT MUSEUM is unable to obtain non-members to do such works, then with the approval of the LANARK & DISTRICT MUSEUM board, 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:
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 professional assistance to LANARK & DISTRICT MUSEUM upon request.
- 2.3 To consult with LANARK & DISTRICT MUSEUM on all major maintenance and projects which are to be undertaken on the building.
- 2.4 When contracting out works for major Maintenance and Repairs/Projects to the Exterior and/or Interior of the 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 Procurement Policy.
- 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.
- 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 provide reimbursement for any extraordinary expenses incurred while using the building and property during a declared emergency as defined under the Municipal Emergency Plan.~~

Commented [CR8]: Community Centres only



SCHEDULE "B"

Detailed Building Maintenance Responsibilities

Exterior Building Maintenance	
Major (TWP)	Minor (LANARK & DISTRICT MUSEUM)
<ul style="list-style-type: none"> Foundation repairs Roof replacement 	<ul style="list-style-type: none"> Foundation parging Roof Repairs (shingles, soffit, fascia) Clean debris from roof, check for damage
<ul style="list-style-type: none"> Septic system replacement 	<ul style="list-style-type: none"> Ensuring gutters are cleaned out annually
<ul style="list-style-type: none"> Steps & Hand Rails (accessibility) 	<ul style="list-style-type: none"> Inspecting building entrances – inform TWP if not accessible
<ul style="list-style-type: none"> Parking lot re-gravelling 	<ul style="list-style-type: none"> Parking Lot Signage Inspect parking lot for pot holes – inform TWP when gravel is needed
<ul style="list-style-type: none"> Doors (accessibility) 	<ul style="list-style-type: none"> Exit Signs
<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Building cladding (siding, stucco masonry)

Interior Building Maintenance	
Major (TWP)	Minor (LANARK & DISTRICT MUSEUM)
<ul style="list-style-type: none"> Furnace replacement 	<ul style="list-style-type: none"> Furnace filter replacement annually
<ul style="list-style-type: none"> Major plumbing repairs (Major leaks or flooding, pipe replacement) 	<ul style="list-style-type: none"> Minor plumbing repairs (broken faucet, damaged toilet, leaking sink, running toilet,
<ul style="list-style-type: none"> Major electrical repairs (replace ballasts with LED lighting, wiring, electrical panel updates) 	<ul style="list-style-type: none"> Minor electrical repairs (replacing a fuse, bulb) Ensuring all electrical panels be kept free and clear from any storage items
<ul style="list-style-type: none"> Smoke alarm replacement 	<ul style="list-style-type: none"> Smoke alarm battery replacement
<ul style="list-style-type: none"> Fire extinguisher replacement 	<ul style="list-style-type: none"> Sump pump maintenance
<ul style="list-style-type: none"> AED supplies, maintenance and replacement 	<ul style="list-style-type: none"> Water Softener maintenance (salt)
<ul style="list-style-type: none"> UV System replacement and maintenance 	<ul style="list-style-type: none"> Duct cleaning
<ul style="list-style-type: none"> Window replacement 	<ul style="list-style-type: none"> Appliance replacement / repairs

Commented [CR9]: No water softener or ducts at Museum



	<ul style="list-style-type: none"> Indoor décor (paint, flooring, trim, furniture)
	<ul style="list-style-type: none"> Interior Doors
	<ul style="list-style-type: none"> Fire extinguisher inspection monthly
	<ul style="list-style-type: none"> Garbage and Recycle disposal
	<ul style="list-style-type: none"> Emergency lights & batteries

Winter Maintenance	
Major (TWP)	Minor (LANARK & DISTRICT MUSEUM)
	<ul style="list-style-type: none"> Ensure all entrances/exits, propane tanks are clear of snow during the winter months

Summer Maintenance	
Major (TWP)	Minor (LANARK & DISTRICT MUSEUM)
<ul style="list-style-type: none"> Tree removal (safety) 	<ul style="list-style-type: none"> Grass cutting, weed whacking



SCHEDULE "C"

ACTIVITIES AND PROGRAMS BY LANARK & DISTRICT MUSEUM

Outlined below are the type of programs and activities that LANARK & DISTRICT MUSEUM may/will provide at the "Museum" facility.

- Collect Preserve information and artifacts respecting the early settlers of Lanark Township, including pioneer experience, customs, prices, wages, boundaries, areas cultivated and home and social life from settlement to the 1930s. The collection may also include items reflecting other significant influences on the community;
- Collect and preserve correspondence of settlers, documents in private hands relating to public and social affairs and reports of local events of historic interest in domestic and public life;
- Collect and preserve manuscripts, maps, charts, photographs and artifacts;
- Collect and preserve documents and artifacts pertaining to local institutions;
- Develop and maintain a catalogue of all documentary material and artifacts deposited with LANARK & DISTRICT MUSEUM and ensure appropriate measures of preservation and/or duplication are undertaken for the benefit of present and future generations;
- Conduct research and facilitate the publication, exhibition and general dissemination of historical and cultural information;
- Advocate for the creation of and an appropriate, secure and climate controlled climate-controlled repository for the preservation and storage of historical and current documents and artifacts for posterity at LANARK & DISTRICT MUSEUM
- Provide public access to LANARK & DISTRICT MUSEUM holdings & property in accordance with generally accepted archival procedures and practices, which include fundraising, youth activities and festival and group events.

• WEBSITE adding all events and programs to the Township Website when applicable.

• GRANT APPLICATIONS applying to funding opportunities to improve the building, communicating with the Township anytime the LANARK & DISTRICT MUSEUM is planning on applying for a funding opportunity;

Commented [CR10]: NEW