

Memorandum of Understanding

BETWEEN

Corporation of the Town of Pelham
(hereinafter called the "Town")

and

The Pelham Public Library
(hereinafter called the "Library")

WHEREAS:

The Town is the registered owners land and buildings municipally referred to as Fonthill Library Branch; Town Square, Fonthill Ont.; and The Maple Acre Branch, 781 Canboro Road, Fenwick, Ont. (the Properties).

The Town and Library have determined that to provide efficient and fiscally responsible Library service to the residents of the Town of Pelham, to properly maintain the Properties and to have a clear understanding of the roles and responsibilities of each party with respect to the operation and maintenance of the Properties and the coordinated delivery of services it is necessary to enter into a memorandum of understanding with respect to these matters.

The Town and the Library are committed to working in partnership to ensure efficient and effective service to the residents of Pelham.

WITNESSETH that in consideration of the covenants and agreement hereinafter reserved and contained on the part of the Library, to be observed and performed, the Town hereby leases to the Library.

Nothing in this agreement will limit the rights and obligations of either party under governing provincial legislation such as the Municipal Act, R.S.O. 2001 and the Public Libraries Act, R.S.O. 1990

DEFINITIONS AND INTERPRETATIONS

"Council" means the Council of the Corporation of the Town of Pelham.

Memorandum of Agreement", "MOU", "this MOU", "hereto", hereof", "herein", "hereby" "hereunder" and similar expressions mean and refer to this Memorandum of Understanding and all Schedules referred to in the MOU, all amendments to this MOU executed in writing by both Parties.

“Party” or “Parties” means the Town or Library of both or them.

“Town” means the Corporation of the Town of Pelham.

“Town Lands and Buildings” means the lands and building described in Schedule “A” to this agreement.

“Library” means the Library Board as established by Council By-Law #2535 (2003).

“Library Board” means the 9 members appointed by Council to carry out duties as established in the Public Libraries Act, R.S.O. 1990.

LEASE OF TOWN PROPERTY TO THE LIBRARY

Subject Property

The Town will provide land and buildings for the purpose of library services to the Board as identified in Schedule A.

Term:

The Town agrees that it shall lease the Library land and buildings for a term of Twenty (20) years at an annual rent of One Dollar (\$1.00). This will automatically be renewed at the end of the initial term for an additional term of Twenty (20) years at the same annual rent, and thereafter at the end of each renewal term for an additional term of Twenty (20) years at the same annual rent, provided that the Library continues to operate at the time of the renewal. Should the Library not wish to renew the lease at the end of a term, the Library shall provide the Town with written notice that the lease will not be renewed not later than Six (6) months prior to the expiry of the lease term.

Commencement:

This agreement shall commence once approved and signed by Council and the Board.

Conditions:

The Library agrees to pay all utility costs (heat, hydro, and water/wastewater) as well insurance costs, and maintenance costs, which shall include without limiting the foregoing, painting, and janitorial services.

The Town agrees to be responsible for all costs of a capital nature such as and without limiting the foregoing, all costs pertaining to the structural integrity of the building, landscape, parking lot and appurtenances such as electrical services, air conditioning and heating equipment etc.

The Library agrees to be responsible for changes to the Properties which are required for the efficient operation or aesthetics of the library but in no case shall these costs exceed

\$3000.00 except in the case of aesthetic changes which shall be the sole responsibility of the Library.

The Library agrees to be responsible for the cost of minor repair (reasonable wear and tear, and damage by fire, lightning and tempest only excepted); and agrees to allow the Town or their representative enter and view state of repair.

The Town agrees to provide general maintenance service to the Library through the Public Service Request system, subject to resource availability, as determined by the Town's Facility Manager.

The Library will not assign or sub-let the whole or any part of the Property without leave; the Library hereby waives and renounces the benefit of any present or future act of the Legislature of Ontario which would allow the Library to assign or sub-let this lease, without permission of the Town; such permission not to be unreasonably with-held.

Use:

The Library covenants with the Town, its successors and assigns:

(a) THAT the Property(ies) will not, during the said term, be at any time used for any other purpose than that of a public library and related programs and activities.

Building Capital and Operation and Maintenance

THAT the Library will not, during the said term or at any time prior or subsequent thereto, purchase, acquire or use any electric current for lighting or other purposes except from the company the said building; the intention being that without the written consent of the Town, there shall be only one system of electric lighting in the said building. The Library shall pay all costs for electricity.

THAT should the Library during the said term desire or affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the demised premises, it may do so at its own expense at any time and from time to time provided that the Library's rights to make such alterations to the demised premises shall be subject to the following conditions:

THAT before undertaking any such alterations, the Library shall submit to the Town a plan showing the proposed alterations.

THAT all such alterations shall conform to all building by-laws and the Ontario Building Code, then in force affecting the Property.

THAT such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building.

THAT, except as herein provided the Library will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Town being first had and obtained.

THAT the Library and its clerks, servants and agents will, at all times during the occupancy of the demised premises, observe and conform to such reasonable rules and regulations shall be made by the Town from time to time.

THAT in the event of the Town desiring at any time during the term, or any renewal thereof, to remodel the said building, or any part thereof, or to take down the said building, the Library will on receiving six months' notice in writing surrender this lease and all the remainder of the term, if any, then yet to come and unexpired, as from the day mentioned in such notice, and will subject nevertheless to the provisions hereinbefore contained thereupon, vacate the premises and yield up to the Town the peaceable possession thereof.

The Town further covenants with the Library as follows:

PROVIDED THAT;

IN THE EVENT of the Library requiring significant alteration of the building to allow it to meet its mandate to deliver quality Library services to the community; the Town agrees to consider undertaking and funding such alterations after it has determined that such alterations are necessary and in keeping with the Strategic Plan of the Town and is in line with the budgetary considerations of the Town. This option to fund shall be at the sole discretion of the Town of Pelham and shall require approval of the Council.

AND IT IS FURTHER AGREED THAT the Town shall not be liable for any damage to any property at any time upon the demised premises arising from gas, steam, water, rain, or snow, which may leak into, issue or flow from any part of the said building, or from the gas, water, steam or drainage pipes or plumbing works of the same or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wires in the said building.

The Library shall be liable for any damage done by reason of water being left running from the taps in the demised premises or from gas permitted to escape therein.

AND the Town shall not be responsible for any personal injury which shall be sustained by the Library or any employee, customer, or other person who may be upon the demised premises or in the said building or the entrances or appurtenances thereto. All risks of any such injury being assumed by the Library, who shall hold the Town harmless and indemnified there from.

The Library covenants that it will not carry on or permit to be carried on any business or activity in the Properties which may make void or voidable any insurance held by the Library or the Town.

THE Town agrees at its own expense to replace any plate glass or other glass that has been broken or removed during the term of this lease or of any renewal and will during the term keep the plate glass fully insured.

THAT any notice which either of the parties is required or permitted to give pursuant to any provision of this lease may, if intended for the Lessee be given by writing left at the demised premises or mailed by registered mail addressed to the Library at the Property and if intended for the Town by a writing left at the premises of the Town at

Town of Pelham; Attn. Town Clerk, 20 Pelham Townsquare, Fonthill , Ont.

or mailed by registered mail addressed to the Town at the Town's premises, and such notice shall be deemed to have been given at the time it was delivered or mailed as the case may be.

The Library Board and the Council will review this agreement in its entirety once per term or at request of either party as expressed by formal motion. Schedule A (and any subsequently added schedules dealing with the services provided) to this agreement may be amended from time to time with the mutual agreement of the Library and the Town.

IN WITNESS WHEREOF, the parties hereto have executed these presents.

SIGNED, SEALED & DELIVERED in the presence of:

Town of Pelham,
PER: _____

- and -

Pelham Public Library

PER: _____

Schedule “A”

Council annually reviews and approves a monetary grant allocation to the Library Board for the provision of Library services. In addition to this grant the Town provides an in-kind contribution in the form of administrative services.

The administrative services provided by the Town are performed for the Library in accordance with the Town of Pelham Council approved policies within each area. Where the Library Board does not conform to these policies the services within those areas will not be provided. The Town agrees to consult with the Library prior to implementing policy and procedure changes in these service areas so the Library can consider any operational implications.

The services provided annually to the Library Board include:

Accounting Services

The Town will provide accounting services with respect to the recording and reporting of all financial transactions for the Library (excluding the Charitable Trust Fund). These services will include:

- Accounts Payable
- Accounts Receivable
- Deposit recording and reconciliation
- Annual Budget administration
- Annual Audit requirements
- Financial Information Return recording
- Insurance
- Purchasing Card administration

The Town administers all aspects of the payroll process for the Library.

Payroll

The Town will administer the bi-weekly payroll for the Library. This will include all payroll related activities as well as benefit administration including pension

From the Department of



requirements. The Library Board is responsible to communicate with the Payroll Clerk when there is a change in complement.

Purchasing

The Town provides administrative support with respect to procurement for the Library Board. This includes assistance with requests for quotations, proposals and tenders, training and support on the use of the purchasing software module and also processing of purchase orders.

Facilities

The Town owns the facilities leased by the Library Board for the purposes of Library Services. As such, the Town will be responsible for all capital repairs and maintenance. Capital is determined by the thresholds outlined in the Public Sector Accounting Board (PSAB) policy. All repairs and maintenance items below the capital threshold in the PSAB policy will be the responsibility of the Library Board.

Winter Control

The Town will maintain snow removal services at the sites leased by the Library Board at the same standards used within the Town. The services will include snow clearing and/or removal in parking lots and on sidewalks. They do not include snow removal of entranceways to the buildings.

The in-kind contributions provided by the Town Council, may change annually with the mutual agreement of Town Council and the Library Board. This schedule does not document the total dollar value of the contributions but merely identifies the types of administrative services that are provided to the Library Board in addition to the annual monetary grant provided during the Annual Budget Process.