

# Memorandum of Understanding

BETWEEN

The Corporation of the Town of Tillsonburg  
(Hereinafter referred to as the “Town”)

-and-

Tillsonburg District Craft Guild (operating as the Station Arts Centre)  
(Hereinafter referred to as the “TDCG”)

Dated                      , 2021

**WHEREAS** the TDCG and the Town wish to enter into this Memorandum to have the TDCG perform certain services and the Town provide certain resources described herein in accordance with the terms of this Memorandum for the years 2022, 2023 & 2024.

Now therefore in consideration of the mutual covenants of the parties set forth in this Memorandum and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the TDCG and the Town agree as follows:

## 1. PURPOSE

The purpose of this Memorandum is to continue and expand a framework of cooperation between the Town and the TDCG for the provision of arts, culture and tourism information services in Tillsonburg to the benefit of both its residents and visitors.

## 2. STATEMENT OF BENEFITS

2.1. The benefits to the Town include:

- 2.1.1 The provision of Arts & Culture through classes, workshops etc. offered to the Residents of Tillsonburg.
- 2.1.2 Raising the cultural profile of the Town of Tillsonburg through art exhibitions and create a cultural destination point in and for the Town of Tillsonburg.
- 2.1.3 The provision and expansion of youth cultural immersion in the form of supervised classes, Summer Art Camps, March Break program, workshops, School pilot programs, PA Day programs.
- 2.1.4 The provision of a tourism information centre that offers a high-profile location adjacent to Broadway and within the Downtown core.

- 2.1.5 The provision of tourism information and amenities to the general public and visitors to the Town through a tourism reception person that provides information and assistance.
- 2.1.6 The provision of a tourism coordination function to ensure effective liaison between local tourism initiatives/events and Tourism Oxford as well as other regional marketing initiatives.
- 2.1.7 The appropriate use of an existing Town-owned heritage building;

## 2.2 The benefits to the TDCG includes:

- 2.2.1 Financial support for operational costs of providing arts & culture programming and supporting the provision of tourism information to visitors.
- 2.2.2 A facility and grounds to operate from to provide:
  - a) art & culture exhibitions;
  - b) space for retail sales of art and artisanal works;
  - c) classes and workshops to TDCG members and the public;
  - d) meeting and working space for TDCG members and activities; and
  - e) ancillary TDCG activities

## 3. RESPONSIBILITIES

### 3.1 The Town shall:

- 3.1.1 Allow the TDGC to occupy the Station Arts Centre building throughout the term of this Memorandum for furthering arts, culture and tourism in the Town of Tillsonburg and surrounding area.
- 3.1.2 Pay to the TDCG the sum of \$52,000 in 2022. In 2023 and 2024, the annual amount will increase in accordance with the Consumer Price Index for Ontario for the previous calendar year. Payment will be made subsequent to the approval of the Town's annual operating budget.
- 3.1.3 Agree to entertain negotiations and applications from time to time for special purpose grants.
- 3.1.4 Maintain the property at 41 Bridge St. W. to Town standards for Town Responsibilities as outlined in "Schedule B" including, but not limited to:
  - a) Structural maintenance such as roof and all other exterior items;
  - b) Snow removal, including the adjacent Electronics Recycling location;
  - c) Sidewalk maintenance; and
  - d) Mechanical systems such as electrical and plumbing, and HVAC systems.

3.1.5 Maintain the Parkette surrounding the Caboose adjacent to the property at 41 Bridge Street West.

3.1.6 Appoint an ex-officio liaison between the Town and the TDGC for the duration of this Memorandum.

3.1.7 *In the spirit of cooperation, should the Town host staff-wide training, the Town will make every reasonable effort to advise TDGC in advance to determine if their staff ought to participate. Generally, in the spirit of goodwill, the Town will not charge TSC for the training opportunities beyond the specific costs of the training (if any)*

3.2 The TDCG shall:

3.2.1 Provide information and amenities to the general public and visitors during regular business hours; namely, Monday to Saturday from 9am-4pm with the exception of Statutory Holidays *and the Station Arts Centre two week shutdown over the Christmas Holidays.*

3.2.2 Provide trained staff to deliver the services noted in through a combination of full-time, part-time and volunteer staff.

3.2.3 Maintain program support for current activities the same as or similar to the list of events listed in Schedule "A".

3.2.4 Partner with local events when applicable and possible. For example, but not limited to:

a) *Springfest;*

b) *Turtlefest/Creative Imaginations Festival;*

c) Oxford Cheese Month;

d) Participation on the Cultural, Heritage & Special Awards Advisory Committee;

e) Oxford Creative Connections;

f) Woodstock Art Gallery (Visual Elements Juried Exhibit) and

g) *Forgefest*

3.2.5 Maintain role as coordinator for the Electronics Recycling Program.

3.2.6 Maintain liaison role with Tourism Oxford through promoting local & cultural initiatives.

- 3.2.7 Maintain the property at 41 Bridge St. W. to Town standards for TDCG Responsibilities as outlined in “Schedule B” including, but not limited to:
- a) payment of costs for all utility services;
  - b) payment of costs for communications services including phone and internet service, etc.;
  - c) interior amenities and aesthetics including painting and wall coverings; and
  - d) perform or have performed all interior janitorial services.
- 3.2.8 Maintain the Caboose displayed at 41 Bridge Street West Parkette west of the Station to Town standards.
- 3.2.9 Maintain tenant insurance for the TDCG chattels on the premises.
- 3.2.10 Maintain a Liability Insurance policy with a minimum coverage of \$5,000,000, and provide the Town with an annual Certificate of Insurance naming the Corporation of the Town of Tillsonburg as an additional insured.
- 3.2.11 Participate in appropriate planning and fundraising for long-term capital projects in liaison with the Town.
- 3.2.12 Provide quarterly updates to the Town with respect to the number of participants in the activities of the TDCG and submit an audited financial statement to the Town on an annual basis.

#### **4. PROGRAM EXPANSION**

- 4.1 To facilitate the provision of cultural and tourism service for the Town, programming must be kept current. As such, the TDCG shall assist with new events and expand current events, and initiatives as proposed and approved by the TDCG board and Community Partners.
- 4.2 The TDCG will liaise with Tourism Oxford and other tourism and community groups to develop new initiatives and approaches, i.e. Cooperative marketing opportunities.
- 4.3. The TDCG will work with the Town and other agencies to build tourism, cultural awareness and opportunities, and where applicable, partner with other groups in Tillsonburg and area

#### **5. AMENDMENT**

- 5.1 Notwithstanding this Memorandum, should any of the above responsibilities cause undue financial distress to the responsible organization, the Town and the TDCG shall each have the right to initiate a renegotiation and/or an amendment to this Memorandum.
- 5.2 Any non-financial amendments within the scope of this Memorandum shall be made by the issuance of a written modification, signed and dated by the Town and the TDCG, prior to any changes being performed and by mutual consent of both parties. Returned email confirmation by the signing parties is also an acceptable form of amendments should the matter be time sensitive in nature.

#### **6. PARTICIPATION IN SIMILAR ACTIVITIES**

- 6.1 This Memorandum in no way restricts the Town from participating in similar activities with other public or private agencies, organizations and individuals.

#### **7. EFFECTIVE DATE**

- 7.1 This Memorandum is effective upon signature of the parties and will remain in effect until December 31, 2024, unless terminated as provided for under the subsequent section.
- 7.2 For the period of time during the change in the term of Council and the renewal or replacement of this Memorandum by the subsequent Council, the terms of the Memorandum will be considered to be in effect, excepting Section 3.1.2

## **8. TERMINATION**

- 8.1 This Service Agreement may be terminated by either party at any time with sixty (60) days notice, delivered in writing as provided below:

## **9. NOTICES**

- 9.1 All notices, requests, directions or other communications ("Notices") required or permitted herein will be in writing and will be delivered to the parties hereto respectively as follows:

If to the Town of Tillsonburg:

The Corporation of the Town of Tillsonburg  
200 Broadway, 2nd Floor  
Tillsonburg, ON N4G 5A7  
t) 519-688-3009 ext. 3224  
f) 519-842-9431  
Attn: Clerk

If to the TDCG

Tillsonburg District Craft Guild  
41 Bridge St. W.  
Tillsonburg ON N4G 5P2  
t) 519-842-6151  
Attn: President

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first written.

The Corporation of the Town of Tillsonburg

By: \_\_\_\_\_

Name: Stephen Molnar

Title: Mayor of Tillsonburg

By: \_\_\_\_\_

Name: Michelle Smibert

Title: Director of Corporate Services/Clerk

Date: \_\_\_\_\_

We have authority to bind the Corporation.

Tillsonburg District Craft Guild

By: \_\_\_\_\_

Name: Gale Connor

Title: President of the Board of Directors

Date: \_\_\_\_\_

I have authority to bind the TDCG

### *"Schedule A"*

The Tillsonburg District Craft Guild are instrumental in providing programming & administrative support in the following activities:

- Kids Camp/PA Day activities
- Farmers Market (May to November)
- Oxford Studio Tour
- Doors Open Oxford
- Beyond the Garden Gate Tour
- Turtlefest/Creative Imaginations
- Canada Day Pancake Breakfast
- Summer Camps
- Week of Remembrance
- Christmas Tour of Homes
- Help Portrait
- Holiday Arts Market



### Schedule 'B'

#### Assignment of Responsibilities with respect to: Buildings, Maintenance, Repairs, Contracts

Town Representatives	Station Representatives
Town Responsibilities	Station Responsibilities
<ol style="list-style-type: none"> <li>1. Bricks and Mortar-Structural-exterior-roof, foundation, courtyard</li> <li>2. Snow Removal</li> <li>3. Lawn maintenance</li> <li>4. Sidewalk maintenance</li> <li>5. Utility repair and replacement-HVAC, electrical, plumbing</li> <li>6. Any audits for security, utilities, structure</li> <li>7. Present upgrades/repairs/alterations to Town Council for consideration.</li> <li>8. Liaison with the Station for Station Board meetings and presentations to Town.</li> <li>9. Pre-existing contracts for service &amp; repair contractors by the Station will be honoured by the Town so long as they have WSIB and insurance (i. e. D&amp;B ClimateCare, ADT)</li> <li>10. Agents of the Town (Owner) are emergency contacts after Guild contacts.</li> <li>11. Manager of Parks &amp; Facilities and Facilities Supervisor have security access to the Red Station and ADT panel</li> <li>12. Manager of Parks &amp; Facilities will have key to main door should Red Station entry fail</li> </ol>	<ol style="list-style-type: none"> <li>1. Interior aesthetics</li> <li>2. Painting interior</li> <li>3. Utility Costs</li> <li>4. Monitor security and smoke alarm system</li> <li>5. Janitorial requirements</li> <li>6. Contact Manager of Parks &amp; Facilities in emergencies with structure, HVAC, electrical, plumbing</li> <li>7. Notify Town Liaison with any upgrades/repairs/alterations that should be considered for Town Budget deliberations for the next year. This is done annually in the fall for Council and confirmed if allowed by March of the following year.</li> <li>8. Notify Town Liaison of any grant applications for aesthetics that may address structure, HVAC, electrical, plumbing for approval and letter of support for application, along with 3 quotes for the project.</li> <li>9. Any variations/overages may be considered by the Town and calculated as a variance and part of the operating budget of the Town for this facility. Under \$5000 may be addressed at the discretion of the Manager of Parks &amp; Facilities as operational repairs.</li> <li>10. Amounts over \$5000 must go to Town Council for consideration as capital expense.</li> </ol>
Process to Commence Work	Process to Commence Work
<ol style="list-style-type: none"> <li>1. Assess request from Station</li> <li>2. Emergency-confirm repairs to be done and any preexisting contractors to carry out work</li> </ol>	<p>Call in customer service general line 519-688-3009 or call/email Manager/Supervisor directly at contact information below: i.e. requests for work <u>Email and Call</u> if urgent</p>

<p>3. Inform Station when work is to commence and the contractor being used</p> <p>4. General request-may use preexisting contractors but still requires quotes</p>	
<b>Town Contacts by priority</b>	<b>Contacts by priority</b>
<p>1. <b>Manager of Parks &amp; Facilities</b>  <b>Dave Drobitch</b>  <a href="mailto:ddrobitch@tillsonburg.ca">ddrobitch@tillsonburg.ca</a>  519-688-3009 x4271, 519-808-7727©</p> <p>2. <b>Facilities Supervisor</b>  <b>Karen Patenaude -</b>  <a href="mailto:kpatenaude@tillsonburg.ca">kpatenaude@tillsonburg.ca</a>,  519-688-3009 x2248, 519-403-6881 (c)</p>	<p>1. <b>Office Administrator</b>  <b>Autumn Simeays</b>  <a href="mailto:asimeays@stationarts.ca">asimeays@stationarts.ca</a>  519-842-6151</p> <p>2. <b>Program/Community Coordinator</b>  <b>Tabitha Verbuyst</b>  <a href="mailto:tverbuyst@stationarts.ca">tverbuyst@stationarts.ca</a>  519-842-6151</p>