

# 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 \_\_\_\_\_, 2019

**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;

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 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 desk that can provide 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 include:

- 2.2.1. Financial support for operational costs of providing arts and 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 \$40,000 in 2019. In 2020 and beyond, the amount will increase annually 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 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;
  - c) Sidewalk maintenance; and
  - d) Mechanical systems such as electrical and plumbing, heating and air conditioning systems.
- 3.1.5. Maintain the parkette surrounding the Caboose adjacent to the property at 41 Bridge St. West.
- 3.1.6. Appoint an ex-officio liaison between the Town and the TDGC for the duration of this Memorandum.

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.
- 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) Shunpikers Tour;
  - b) Oxford Car Rally;
  - c) Oxford Cheese Month;
  - d) Participation on the Cultural, Heritage & Special Awards Advisory Committee;
  - e) Oxford Creative Connections; and
  - f) Woodstock Art Gallery (Visual Elements Juried Exhibit).
- 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, alarm monitoring, 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 St. W. 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 an submit financial statements prepared by an accountant 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, ie. 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. 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 for the duration of the term of Council unless terminated as provided for under the subsequent section.
- 7.2. For the period of time between the end of 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 Memorandum 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

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: Donna Wilson  
Title: 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 was instrumental in providing programming support in the following activities in 2018:

- Family Day
- Kids Camp/PA Day activities
- Farmers Market (May to November)
- Oxford Studio Tour
- Doors Open Oxford
- Tillsonburg Garden Tour
- Turtlefest/Creative Imaginations
- Canada Day Pancake Breakfast
- Summer Camps
- Week of Remembrance
- Christmas Tour of Homes
- Help Portrait
- Trivia Night
- Sip, Swirl, Swallow (Local Wines & Cheeses)
- Holiday Arts Market

*Schedule B*

**Assignment of Responsibilities with respect to Buildings, Maintenance, Repairs, and Contracts**

<b>Town Responsibilities</b>	<b>Station Responsibilities</b>
<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. ADT: 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 interiors</li> <li>3. Utility costs</li> <li>4. Monitored 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>
<b>Process to Commence Work</b>	<b>Process to Commence Work</b>
<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> <li>3. Inform Station when work is to</li> </ol>	<p>Call in customer service general line 516-688-3009 or call/email Manager/Supervisor directly at contact information below. i.e. requests for work <u>Email and Call</u> if urgent</p>

<p>commence and the contractor being used</p> <p>4. General request-may use preexisting contractors but still requires quotes</p>	
<p><b>Town Contacts by priority</b></p>	<p><b>TDCG Contacts by priority</b></p>
<p><b>1. Manager of Parks &amp; Facilities</b>  Corey Hill  <a href="mailto:chill@tillsonburg.ca">chill@tillsonburg.ca</a>,  519-688-3009 x4232 (w),  519-808-7727(c)</p> <p><b>2. Facilities Supervisor</b>  Karen Patenaude  <a href="mailto:kpatenaude@tillsonburg.ca">kpatenaude@tillsonburg.ca</a>  519-688-3009 x 2248 (w)  519-403-6881 (c)</p>	<p><b>1. Executive Director</b>  Deb Beard  <a href="mailto:office@stationarts.ca">office@stationarts.ca</a>  519-842-6151(w)  519-983-7378 (c)</p> <p><b>2. TDCG Treasurer</b>  Diane Patenaude -  <a href="mailto:dpatenaude@stationarts.ca">dpatenaude@stationarts.ca</a></p> <p><b>3. TDCG President</b>  Gale Connor  <a href="mailto:gconnor@stationarts.ca">gconnor@stationarts.ca</a></p>