

**Memorandum of Understanding – Maintenance of Library Facilities
Between:**

The Corporation of the Township of Wilmot

-and-

The Corporation of the Township of North Dumfries

-and-

The Corporation of the Township of Wellesley

-and-

The Corporation of the Township of Woolwich

(hereinafter collectively referred to as the “Township Area Municipalities” and individually as a
“Township Area Municipality”)

-and-

The Regional Municipality of Waterloo

(hereinafter referred to as the “Region”)

- **Whereas** the Region of Waterloo Library which is owned and operated by the Region (“the “Library”), was established pursuant to *The Regional Municipality of Waterloo Act, 1972*, section 169: “the Regional Corporation shall for the purposes of the *Public Libraries Act* be deemed to be a board of a county Library. The operation of the Library system shall be limited to the township area municipalities and operating costs thereof shall be apportioned amongst such area municipalities in the proportion that the equalized, weighted assessment for each such area municipality respectively, as ascertained under section 122, bears to the total equalized, weighted assessment for such township area municipalities”;
- **Whereas** the Library is governed by the Regional Council through a standing Library Committee, currently comprised of the four Mayors of each of the four Township Area Municipalities;
- **Whereas** the following locations, hereinafter referred to as “Library Branches”, are either owned or leased, by a Township Area Municipality:
 - 137 Stanley Street, Ayr, Ontario, registered owner The Corporation of the Township of North Dumfries,
 - 115 Synder’s Road, Baden, Ontario, registered owner The Corporation of the Township of Wilmot,
 - 1176 Queen Street, New Dundee, Ontario, registered owner The Corporation of the Township of Wilmot,
 - 145 Huron Street, New Hamburg, Ontario, registered owner The Corporation of the Township of Wilmot,
 - 5279 Ament Line, Linwood, Ontario, registered owner The Corporation of the Township of Wellesley,
 - 3605 Lobsinger Line, St. Clements, Ontario, registered owner The Corporation of the Township of Wellesley,
 - 860A Sawmill Road, Bloomingdale, Ontario, Head Lease held by The Corporation of the Township of Woolwich,
 - 100 Andover Drive, Breslau, Ontario, registered owner The Corporation of the Township of Woolwich,
 - 65 Arthur Street South, Elmira, Ontario, registered owner The Corporation of the Township of Woolwich,

- 29 Queensway Drive, Ontario, registered owner The Corporation of Township of Woolwich,
- **Whereas** the Library occupies the above-noted Library Branches for the purpose of providing Library services to the residents of the Townships of Woolwich, Wellesley, Wilmot, North Dumfries and surrounding areas;
- **Whereas** all parties are committed to providing Persons with Disabilities with equal opportunities and standards of goods and services and are also fully committed to compliance with the Accessibility for Ontarians with Disabilities Act (2005), as applicable;
- **Whereas** in relation to the Library, the Region and Township Area Municipalities are committed to cost-effective delivery of services, avoiding unnecessary duplication and costs, and minimizing the impact of support services on rate payers;
- **Whereas** The Region and Township Area Municipalities wish to enter into this Memorandum of Understanding (the “MOU”) to outline the services and support each party is obligated to provide concerning the provision and maintenance of Library Branches in order to support public library service to residents.

Now therefore, in consideration of the provisions above, the parties each intending to be bound by this MOU and agree as follows:

Article 1 – Interpretation and definitions

When used in this MOU, the following words or expressions have the following meanings:

“Agreement” means the aggregate of this MOU, including all schedules;

“Commencement Date” means the date on which this MOU commences when this MOU is fully executed by all parties;

“Capital Maintenance” means non-cosmetic and non-preventative maintenance performed on building components and includes, but is not limited to the following: footings, foundations, roofs, exterior walls, load bearing walls, floor joists, windows, window frames, door frames, garage doors, fire escapes, stairways, heating system, air conditioning system, air exchange system, electrical panels and systems, elevators, fire suppression equipment and infrastructure, water supply infrastructure, wastewater disposal infrastructure, asphalt driveways and parking lots, and walkways;

“Common Areas” means all parts of any Library Branch, interior or exterior, including all lands, improvements, buildings, parts of buildings, fixtures and equipment (whether chattels or fixtures), which are not dedicated library space;

“Dedicated Library Space” means a physical area within a branch, staffed by the Library, for the provision of library services to the public, including but not limited to library programs, the retention and provision of physical and electronic resources owned by the Library, public service areas, meeting rooms, staff work areas, and Library-specific support infrastructure including but not limited to ITS equipment, janitor closets, and fire panels;

“General Maintenance and Operations” includes all maintenance and operational work and costs not defined as Capital Maintenance and includes, but is not limited to activities such as pest control, cleaning, snow removal, garbage collection and removal, grounds keeping, interior and exterior painting, floor surface repair and replacement, electrical repair and replacement, lighting repair and replacement, and utility costs;

“Industry standards” include but are not limited to (a) the provision of any and all labour, supplies, equipment and other good or services that are necessary and can reasonably be understood or inferred to be included within the scope of the agreement or customarily furnished by Persons operating and managing similar operations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices;

“Requirements of law” means all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, authorizations, directions, and agreements with all applicable authorities that now or at any time hereafter may be applicable for this Agreement including but not limited to the Accessibility for Ontarians with Disabilities Act 2005 (AODA), Health Protection and Promotion Act, Human Rights Code, Occupational Health and Safety Act, the Workplace Safety and Insurance Act, 1997, the Region of Waterloo Building Use Policy, and the Region of Waterloo’s Code of Use By-law;

“Routine and Preventative Maintenance” includes all activities required to ensure the efficient operation of systems and facility components not defined as Capital Maintenance. Replacement and minor repairs of components such as but not limited to lighting fixtures, plumbing fixtures, doors and door fixtures, and electrical outlets are not defined as Capital Maintenance;

“Standalone Library Facility” means the entire building footprint that is entirely dedicated library space.

“Shared Facility” means a building where the Library is not the only occupant and other non Library related business is conducted.

“Third Party Privately Owned Building” means a building that is leased by the third party to the Township Area Municipality and the Township Area Municipality subsequently subleases the building to the Region;

Article 2 - Terms

1. TERM

This Agreement is for a period of four years commencing on the Commencement Date and expires on December 31, 2027, with such end date coinciding with the mid-point of the term of Regional Council. A review of the terms and conditions of this Agreement shall be completed no later than six months prior to the expiry date, with all parties reserving the option to transition from the Agreement to Lease Agreements between the Region and each Township Area Municipality.

2. TERMINATION BY NOTICE

A party may terminate this Agreement immediately by providing written notice to the other parties of a material breach by a party of one or more of the Agreements terms and such material breach is not remedied within 30 days.

3. AMENDMENTS

This Agreement can only be amended by the written agreement of the parties.

4. LEGAL STANDING

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

5. TYPES OF LIBRARY FACILITIES

(a) Standalone Library Facility includes the following Library Facilities:

(i) Ayr, Baden, Elmira, New Dundee, St. Clements, St. Jacobs.

(b) Shared Facility includes the following Library Facilities:

(ii) Breslau, Linwood, New Hamburg, Wellesley.

(c) Third Party Privately Owned Building includes the following Library Facilities:

(iii) Bloomingdale

6. INDEMNIFICATION

Each party shall indemnify and save harmless the other parties their elected officials, officers, employees, volunteers, agents, contractors, administration, executors, successor and assigns (“Indemnified Persons”) from and against all claims, actions, losses, expenses, cost or damage of every nature and kind (including legal fees) whatsoever which the Indemnified Persons may suffer as a result of any negligence, breach, violation, or non-performance of the terms, covenants, or obligations of this Agreement on the part of the party, its agents, employees, and sub-consultants.

7. INSURANCE

Each party shall insure its undertaking, business and equipment so as to protect, indemnify and save harmless the Indemnified Persons.

Article 3 – Provision of Responsibilities

1. In accordance with the attached Schedule A:

- a. The Library shall be responsible for:
 - i. In the case of a Standalone Library Facility:
 - a. Direct payment of all utility expenses,
 - b. All General Maintenance and Operations,
 - c. All Routine and Preventative Maintenance.
 - ii. In the case of a Shared Facility:
 - a. Utilities shall be pro-rated based on square footage of Dedicated Library Space for shared metered utilities, or charged directly to the Library in the case of separately metered utilities.
 - b. All General Maintenance and Operations for Dedicated Library Spaces within a Township Area Municipality facility, with the exception of snow removal, grounds keeping and other exterior items as per Schedule A which are to be completed by the Township Area Municipality.
 - c. All Routine and Preventative Maintenance for Dedicated Library Spaces within a Township Area Municipality facility,
 - iii. In the case of a branch being located within a Third Party Privately Owned Building:
 - a. The terms of the Sub-Lease Agreement between the Township and the Region of Waterloo shall govern the relationship.
 - iv. In all cases of a Library Branch, the Library shall:
 - a. Be responsible for all interior General Maintenance and Operations of Dedicated Library Space, with the exception of elevator maintenance. Elevator repairs and maintenance in a Standalone Facility shall be the responsibility of the Library. Elevator repairs and maintenance in the case of a Shared Facility shall be the responsibility of the Township Area Municipality.
 - b. Bear all costs for all areas of responsibility noted on Schedule A listed under “Region” as part of the Library annual budget.
 - c. Not sublease the entire Library Facility to a third party. For clarity, meeting room use is available to the public as a paid service per Regional by-law.
 - d. Provide advanced written notice to a Township Area Municipality via email to advise of contractor site visits at Dedicated Library Spaces within the Library Branch.
 - e. Provide advance written notice and necessary details of any major facility repairs;
 - f. Incur all operational and /or capital expenses resulting from direct incidental Library program related causes.

- g. Incur operational or capital expenses to upgrade existing building components/systems beyond Ontario Building Code, AODA, Ontario Fire Code and other legislated requirements and/or Township Area Municipality standards.

2. Each Township Area Municipality shall be responsible for:

- i. In all cases, the provision of Capital Maintenance and associated projects.
- ii. In the case of a Shared Facility:
 - a. The Township Area Municipality shall invoice the Region on a quarterly basis, with the final bill to be received no later than mid-January for the previous quarter, for the Library's portion for utilities that are not separately metered, or as agreed to in writing, along with supporting documentation.
 - b. The Township Area Municipality shall be responsible for snow removal, ground keeping and other exterior items per Schedule A, to the same standards as other Township Area Municipality owned facilities.

3. Signage:

- i. All shared exterior signage shall follow Township Area Municipality signage guidelines and by-laws while incorporating the Region's information and logos for branding consistency.
- ii. Standalone Library signage shall follow the Region's signage guidelines and Township Area Municipality by-laws.
- iii. The Library shall notify the Township Area Municipality prior to the placement or change of any exterior signage.
- iv. The Library shall be responsible for the design, production, and installation costs of all Library signage, both exterior as well as interior.

Article 4 – Agreement Signed in Counterparts

This agreement may be signed electronically and in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in a PDF, or via DocuSign, shall be effective. Following approval by Library Committee, in Agreement and Witness thereof, the Parties hereto have signed this Agreement.

The Corporation of the Township of Wilmot

Name: Natasha Salonen

Date:

Title: Mayor, Wilmot Township, Chair Region of Waterloo Library Committee

I/we have the authority to bind the Corporation

The Corporation of the Township of North Dumfries

Name: Sue Foxton

Date:

Title: Mayor, North Dumfries Township

I/we have the authority to bind the Corporation

The Corporation of the Township of Wellesley

Name: Joe Nowak

Date:

Title: Mayor, Wellesley Township
I/we have the authority to bind the Corporation

The Corporation of the Township of Woolwich

Name: Sandy Shantz

Date:

Title: Mayor, Woolwich Township
I/we have the authority to bind the Corporation

The Regional Municipality of Waterloo

Name: Rod Regier

Date:

Title: Commissioner, Planning, Development and Legislative Services, Region of Waterloo
I/we have the authority to bind the Corporation

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Schedule A

		Standalone Library Facility	Dedicated Library Space within Township Facility	Library within Privately Owned Facility
Utilities	Water	Region	Region (percentage based on square footage, separately metered, or as agreed to)	As per Sub-Lease Agreement
	Hydro	Region	Region (percentage based on square footage, separately metered, or as agreed to)	
	Gas	Region	Region (percentage based on square footage, separately metered, or as agreed to)	
Site	Snow Removal	Region	Township	
	Snow Haulage	Region	Township	
	Grass Cutting	Region or as otherwise agreed to (ie. Township completes, Region incurs expense)	Township	
	Horticulture	Region or as otherwise agreed to (ie. volunteer associations)	Township	
	Tree Trimming	Region	Township	
	Retaining Wall Repairs, Site Furniture, Waste Receptacles	Region	Township	
	Sidewalks and Parking Lot repairs	Region	Township	
	Fencing Repairs	Region	Township	
	Waste Management	Region	Region (percentage based on square footage, or as agreed to)	
Exterior	Ext Window/ Door Repairs	Region	Township	
	Roof Repairs/Maintenance	Region	Township	
	Façade Repairs/Maintenance	Region	Township	
	General Repairs/Maintenance (ie. masonry, painting, cleaning, etc.)	Region	Township	
	Window Cleaning	Region	Township	
	Library Ext Signage	Region	Region (50% if shared, 100% if standalone)	
		Standalone Library Facility	Dedicated Library Space within Township Facility	
Interior	Custodial	Region	Region	
	General Repairs and Maintenance	Region	Region	
	Door Repair/Replacement	Region	Region	
	Flooring Repair/Replacement	Region	Region	
	Painting	Region	Region	
	Minor Repairs - drywall, door hardware, etc.	Region	Region	

	Cabinetry & Furniture	Region	Region
	Pest Control	Region	Region (or as agreed)
	Information Technology Equipment	Region	Region
	Elevator Repairs/Maintenance	Region (Township - TSSA License Fee)	Township
Electrical	Transformer, electrical panel Repairs/Maintenance	Region	Township
	Power Feed Repairs/Maintenance	Region	Township
	Arc flash reporting	Region	Township
	Lighting (bulbs/fixtures repair and/or replacement)	Region	Region
	Receptacles	Region	Region
Mechanical	Mechanical Equipment Repairs and Preventative Maintenance (filter changes, fan belts, lubricants, operation inspection, etc.)	Region	Township completed (Region expense based on percentage of scope of work effecting library space)
	Plumbing Repairs/Replacement - Interior (boilers, piping, toilets, fixtures, etc.)	Region	Township (Township space), Region (library space)
	Sanitary - Interior	Region	Township (Township space), Region (library space)
	Sanitary - Exterior Repairs/Maintenance	Region	Township
		Standalone Library Facility	Dedicated Library Space within Township Facility
Fire & Life Safety	Monthly Extinguisher checks	Region	Township (Region expense based on scope of work, or as agreed to)
	Annual Extinguisher checks	Region	Township (Region expense based on scope of work, or as agreed to)
	Replacement extinguishers	Region	Township (Region expense based on scope or work, or as agreed to)
	Smoke detector checks (if applicable)	Region	Township
	Fire alarm panel (if applicable)	Region	Township (Region expense based on percentage of square footage, or agreed to)
	Fire alarm monitoring (if applicable)	Region	Township (Region expense based on percentage of square footage, or as agreed to)
	Emergency Lighting	Region	Township (Region expense based on percentage of square footage, or as agreed to)
	Fire Suppression Systems (if applicable)	Region	Township (Region expense based on percentage of

			square footage, or as agreed to)
	Fall Arrest Equipment (if applicable)	Region	Township (Region expense based on percentage of square footage, or as agreed to)
Security	Security cameras (if applicable)	Region	Township (Region expense based on percentage of scope of work effecting library space, or as agreed to)
	Key/Card access control	Region	Township (Region expense based on percentage of scope of work effecting library space, or as agreed to)
	Security alarm monitoring (if applicable)	Region	Township for Township space, Region for Library space
		Standalone Library Facility	Dedicated Library Space within Township Facility
Other	Des Sub Audits O.Reg 278/05	Township	Township
	Removal of Des Sub - removal required due to capital project and/or disturbance	Township	Township
	Removal of Des Sub - proactive removal or disturbed resulting from Region upgrades, repairs, maintenance activities	Region	Region
	H&S Inspections	Region	Region
	Building Condition Assessments	Township	Township
	AODA - Exterior accessibility	Township	Township
	AODA - Interior (excluding capital expenses - elevators)	Region	Region
Capital Projects	Replacement or installation of the following: Elevator, HVAC and mechanical equipment, fire panel, fire suppression system, emergency lighting, electrical equipment (transformers, panels), exterior hardscaping (retaining walls, sidewalks, etc.), windows, doors, exterior facade, roofs, underground infrastructure (water,	Township	Township

	sanitary, gas, etc.), structural repairs.			
		Standalone Library Facility	Dedicated Library Space within Township Facility	
General Renovation	Renovations including washrooms and fixtures, flooring, décor, furnishings, painting, interior windows, walls, trim, light fixtures, security system, doors, IT equipment, etc. for all programming related and staff areas	Region	Region for library space only. For shared space, Township completed and expenses shared based on percentage of square footage.	

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