



To Council
February 4, 2019

REPORT

To: Lorraine Hilton
Chief Administrative Officer

File: Agreements/HHPS
Date: January 29, 2019

From: Tina Neurauter
Corporate Officer

Subject: Highlands Heritage Park Society's Caretakers Agreement

PURPOSE

To renew the Highlands Heritage Park Society's Caretakers Agreement for a two-year term.

BACKGROUND

In 2014 the District became party to this agreement in order to establish WorkSafe BC coverage for the caretakers given that the Highlands Heritage Park Society (HHPS) is not a WorkSafe BC registered employer. It was important that this gap be addressed.

The agreement has been approved by the HHPS and the caretakers. In short, the operational issues in the agreement will be left between the society and the caretakers as they have always been.

OPTIONS

1. That Council approve the Highlands Heritage Park Society's Caretakers Agreement and that the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the District.
2. That Council require additional information.

RECOMMENDATION

That Council approve the Highlands Heritage Park Society's Caretakers Agreement and that the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the District.

Respectfully submitted,

Tina Neurauter
Corporate Officer

CAO Concurrence

Lorraine Hilton
Chief Administrative

THIS AGREEMENT is made in duplicate as of the _____ day of February, 2019.

BETWEEN: HIGHLAND HERITAGE PARK SOCIETY
(hereinafter called "the Society")

AND: THE DISTRICT OF HIGHLANDS
(hereinafter called "the District")

AND: Ed and Gwenn Ouellet
1589 MILLSTREAM RD,
HIGHLANDS, B.C. V9B 6E4
(hereinafter called "the Caretaker(s)")

- A. The District of Highlands is the registered owner of a community park known as Caleb Pike Heritage Park and described as Lot A and B, Sections 30 and Section 35, Highland District, Plan 46113 shown on the plan attached hereto as Schedule "A" (hereinafter called "the Lands")
- B. These Lands are managed by agreement with the Society which is governed by a Board of Directors (Highland Heritage Park Society Board). A list of current members is herein attached as Schedule "B". These Board members may change during the duration of this agreement.
- C. The District and the Society are desirous to enter into an agreement with Caretaker(s) to perform caretaker duties as described and attached hereto as Schedule "C" (or a combination of duties and rent) in exchange for lodging in the Gregory House located on the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSTH that the parties hereto mutually covenant and agree with each other as follows:

- 1. The term of this agreement shall run for two years from January 1, 2019 to December 31, 2020.
- 2. For the duration of this Agreement the District will register the Caretaker(s) with WorkSafe BC and the General Liability Insurance obtained for the Society is extended to the Caretakers to provide coverage under the terms of this agreement.
- 3. This agreement is subject to earlier termination in accordance with the provisions herein.

Highland Heritage Park Convents

For the purposes of this Agreement and in consideration of the duties agreed to by the Caretaker(s), the Society agrees to:

- 4. To supply the Caretaker(s) with the "Gregory House" residence in exchange for work (or a combination of work and reduced rent) at the Lands.
- 5. To provide direction and guidance to the Caretaker(s) and resolve problems brought forward by the Caretaker(s) in a timely manner.

Caretaker(s) Duties and Responsibilities

6. The Caretaker(s) agree to carry out the duties listed in Schedule "C" in exchange for lodging. Changes regarding these duties must be approved by the Society.
7. The expectation of the Society is that the completion of the duties listed in Schedule "C" will take no longer than 40 hours per month. The number of hours required to complete the duties will vary from season to season.

More work is expected in the spring and summer months, and less work is needed during the winter months. The hours worked will be tracked by the Caretaker(s) and the difference between hours worked and rent payable (when applicable) will be settled in cash or labour on a schedule agreed upon by the parties.

8. Should the Caretaker(s) not complete the duties as listed in Schedule "C", the Caretaker(s) will pay the difference between the rent in cash or the contract can be terminated by the Society.
9. Should the Caretaker(s) wish to undertake work at the Lands in addition to the duties in Schedule "C" and in addition to a total of 40 hours per month or 480 hours per year, the details of these activities, such as scope and compensation must be discussed and approved by the Society in advance of any such activities.
10. The Caretaker(s) agree to attend scheduled Heritage Park Society meetings.
11. The Caretaker(s) agree to settle accounts, such as payment of electricity, with the Society treasurer in a timely manner on a schedule that is mutually agreeable to both.
12. Acquisition of firewood for heating of the Gregory House is the responsibility of the Caretaker(s). The Society will assist in the identification of sources of wood whenever possible.
13. The Caretaker(s) agree to pay a safety deposit of \$600, the equivalent of one month's rent. The deposit will be kept in a savings account by the Society and returned upon completion of the rental agreement, if the premises are undamaged and clean.
14. The Caretaker(s) agree that the Gregory House shall be used as a private residence only; and also agree the immediate area around the Gregory House and adjoining outbuildings will be kept free of clutter in keeping with public areas of the park. The Caretaker(s) acknowledge having inspected the premises and confirm that they are now clean and in a good state of repair, except as noted.
15. Caretaker(s) agree to adhere to, and represent to others, Society Board decisions.

Remuneration

- 16. The rent for the Gregory House is the equivalent of \$600 per month. The compensation for the duties as listed in Schedule "C" is \$15 per hour.
- 17. The duties listed on Schedule "C" should take no longer than 40 hours per month or 480 hours per year.
- 18. The Society shall reimburse the Caretaker(s) in a timely manner for all cleaning supplies, cleaning equipment and pest control items that are required to keep the Lands clean and in good order. Receipts must be provided for reimbursement and equipment purchases must be approved by the Society.

Termination

- 19. It is understood that the term of this agreement shall run for two years. However, after a three month probationary period, if circumstances are such that either the Society, the District or the Caretaker(s) wish to terminate this agreement, two months notice in writing, shall be given.

It is understood that, all parties being willing, this agreement is subject to renewal.

As evidence of the agreement of the parties to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

DISTRICT OF HIGHLANDS by its authorized signatories:

Mayor:

Corporate Officer:

Date executed: _____, 2019

THE HIGHLANDS HERITAGE PARK SOCIETY

Authorized Signatory:

Authorized Signatory:

Date executed: _____, 2019

In the presence of:

NAME

ADDRESS

OCCUPATION

THE CARETAKERS

In the presence of:

Signatory:

NAME

Signatory:

ADDRESS

OCCUPATION

Date executed: _____, 2019

SCHEDULE “A”

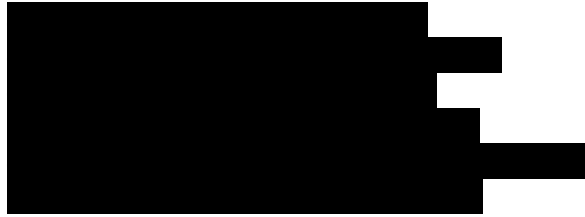
Lot A and B, Sections 30 and 35, Highland District, Plan 46113
Referred to as “the Lands”



SCHEDULE “B”

Current Highlands Heritage Society Board Members

Chair, Sally Gose
Vice-Chair, Bob McMinn
Secretary/Treasurer, Daphne Allen
Director, Allan Dobb
Director, Dave Essery
Director, Ingo Lambrecht



SCHEDULE “C”

CARETAKER DUTIES

Duties of Caretaker in the area and buildings of the community park known as the Caleb Pike Homestead. As part of the contract for services, the Caretaker accepts as his/her personal responsibility, the following:

- open and close buildings for meetings and/or events, set fires for winter Caleb Pike House rentals, meet with potential renters, or facilitate specific set-up and take-down procedures
- maintain, as needed, supervision over large rentals such as weddings, or arrange for a HHPS board member to be present in the Caretaker's absence
- be responsible for the security of building and grounds, including the discouragement of vandalism, and protection of property and heritage orchard.
- arrangements with renters that involve security (such as leaving a key) should only be made with repeat clients that are known to the HHPS
- notify a HHPS board member, in advance, if required duties are to be impacted when off premises
- if leaving town for more than two nights, arrange beforehand to leave the park calendar, as well as email and telephone duties with a HHPS member
- maintain the heritage orchard, garden beds and the lawn, as outlined in the job duties
- be aware of building and grounds items needing repair and perform routine maintenance, such as toilet repairs and bulb changing
- make repairs in a manner that respects the heritage designation standards
- keep buildings clean and tidy
- consult with a HHPS board member if unsure of the most suitable method of making a repair or if there is a large repair job
- agree to not modify or change park property, landscaping or buildings without consent of the HHPS board
- maintain friendly, professional communication with park visitors, potential clients, Highlands municipal staff and community members
- check and respond to emails and phone messages dealing with Caretaker business in a timely manner (daily)
- contact a HHPS board member in the event of a communication problem, or in the event a situation feels uncomfortable
- promote the Caleb Pike Heritage Park as a heritage resource
- be prepared to explain the story of the park to visitors at reasonable times
- have an interest in gathering further information regarding park or Highlands history offered by visitors, passing pertinent information on to HHPS board members
- produce invoices, collect payment (and pass to the treasurer), and maintain rental agreements
- record bookings into the park calendar
- be present at the HHPS board meetings (held quarterly and more often as required)

Specific Job Duties: Below are present job duties and the approximate amount of time they require. Note that the type and number of rentals may change, weather conditions vary, and therefore job requirements may need adjustment. In addition, each caretaker skills and interests may influence their eventual job description. If certain job duties listed below are outside a potential caretaker's experience or comfort level, HHPS board members are open to discussing other options to accomplish these tasks.

	Total hrs/ year
Daily Activities - approximately 25 minutes per day – 5 days per week	80
• check and reply to emails	
• check and return phone messages	
• visual inspection of grounds	
• attend to park visitors/ clients	
Weekly Activities - approximately 30 minutes per week	24
• record keeping/ administrative work	
Bi-monthly Activities	18
• sweep sidewalks/ porches	6
• clean bathrooms	12
Quarterly Activities	44
• attend HHPS meetings	10
• attend Highlands Fling meetings	4
• small repairs/ replace bulbs, etc.	12
• add salts to water system (dairy)	2
• shopping for supplies	6
• clean fridges/ stoves	6
Regular Rental Activities	84
• open buildings one hour ahead	
• light fire at Caleb Pike home or turn up heat at School House	
• sweep floor/ fill wood box	
• turn on programmed outside lights	
• check bathrooms/ empty garbage/ supply paper	
• arrange furniture as required	
• turn out lights/ turn down thermostats/lock doors	
• collect money/ issue receipts	
Weddings and Large Event Activities (in addition to above)	48
• go over rental conditions/ park rules/ sign contract	
• visual overview of crowd – advise smoking restrictions	
• site inspection after departure	
• collect fees	
• Set up tent/ take down	
• Highlands Fling	12
Winter Activities	30
• Pick up debris from winter storms and burn	12
• Shovel snow from building steps, walks and paths	5
• Sand and salt	1
• Check sump pump during heavy rains	1
• Check school house path drain	1
• Arrange fire extinguisher service to all buildings	1.5
• Put up Christmas lights & decorations/ take down	8.5
Spring Activities	43
• Early March – orchard pruning and clean up branches – burn debris	26
• Turn off electric heater in all buildings	.
• Site clean up	4
• Late spring lawn mower maintenance	1
• Pick up lawnmower gas/ mix gas for Stihl x2	2
• Mow lawn (usually first week of May)	3
• Trim all lawn/ fence edges with Stihl trimmer/weed path	1
• Clean windows	6
Summer Activities	72
• Continue to mow/ edge trim 2 week intervals x4, weed path	16
• Maintenance Projects (Painting etc.)	19
• Late – split and stack adequate firewood for Caleb Pike House	24
• Water vulnerable trees/ plants (2 hrs/ wk x 6 wks)	12
• Arrange chimney clean for Caleb Pike home and Gregory House	1
Fall Activities	17
• Rake maple leaves from lawns and compost	8
• Clean gutters – all buildings	8
• Check/ repair sump pump	.5
• Late – adjust electrical heat – all buildings	.5

<i>Approximate hours per year</i>	<u>460</u>
<i>Unplanned contingency</i>	<u>20</u>
Total Hours	<u>480</u>