

THE CORPORATION OF TAY VALLEY TOWNSHIP

BY-LAW NO. 2022-044

HALL RENTAL POLICY

WHEREAS, Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS, Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

AND WHEREAS, Section 5 (3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS, Section 391 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may impose fees or charges on persons,

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of Tay Valley Township enacts as follows:

1. GENERAL REGULATIONS

1.1 THAT, the Hall Rental Policy, attached hereto as Schedule "A", be adopted.

2. ULTRA VIRES

2.1 Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
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3. BY-LAW REPEALED


3.1 By-Law No. 2014-031 here herby repealed.

3.2 All by-laws or parts thereof and resolutions passed prior to this by-law which are in contravention of any terms of this by-law are hereby rescinded.

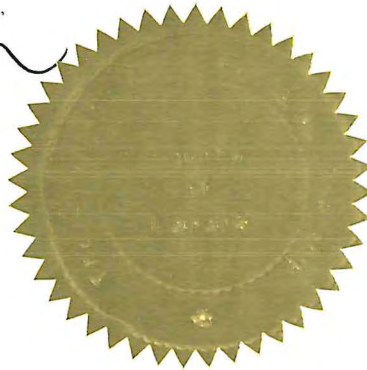
4. EFFECTIVE DATE

4.1 This by-law shall come into force and effect on the 1st day of January, 2023.

4.2 ENACTED AND PASSED this 13th day of December, 2022.



Rob Rainer, Reeve





Amanda Mabo, Clerk

THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2022-044

SCHEDULE "A"



SECTION:	NUMBER:
RC	1

SUBJECT: HALL RENTAL POLICY

1.0 PURPOSE

The following fee structure is based on the premise that Tay Valley Township incurs maintenance and staff costs when renting the halls.

In order to qualify for the Township Resident rate, the booking must be for personal use only of a Township resident. Examples of personal use include birthdays, anniversaries, baby showers, etc. where no monetary funds (tickets or donations) are charged.

The following activities are exempt from a rental fee:

- 1) Council activities.
- 2) Local Non-Profit Groups and Groups that make a significant contribution to community life and contribute to the upkeep of the halls.

Cleaning Fee \$25.00
(per event or per month if multiple events per month)

Security Fee \$50.00
(per event or per month if multiple events per month)

At the present time, these are: The Maberly Agricultural Society, Tay Valley women's institutes, Tay Valley Bethel Woman's Institute, Maberly Anglican and United Churches, Tay Valley Lake Associations for their Annual General Meetings, the Lake Networking Group for up to four meetings at the Burgess Hall, Volunteer Firefighters Association.

2.0 LEGISLATIVE AUTHORITY

- 2.1 Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public.

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- 2.2 Section 391 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may impose fees or charges on persons,
- (a) for services or activities provided or done by or on behalf of it;
 - (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
 - (c) for the use of its property including property under its control.

3.0 SCOPE

This policy applies to the Township Council Chambers, the Maberly Hall and the Burgess Hall.

4.0 DEFINITIONS

“Hall” – shall mean the Council Chambers, Maberly Hall or Burgess Hall.

5.0 RENTAL FEES

5.1 Township Council Chambers

Occupancy:

No Fixed Chairs only:	124
Chairs with Tables	98
No Tables or Chairs	233
Dining	85

Not to be rented out for public functions unless Council related or Council approved
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5.2 Maberly Hall

Occupancy:

No Fixed Chairs only:	180
Chairs with Tables - Dancing (with alcohol)	120
Chair with Tables - Dining (no alcohol)	140

FULL DAY	
Non-Resident	\$200.00
Township Resident	\$150.00
HALF DAY - 4 ½ hours or less	
Non-Resident	\$140.00
Township Resident	\$100.00
Any function where a special occasion permit is required.	\$250.00
Note: Permit is to be obtained by applicant.	

5.3 Burgess Hall

Occupancy:

No Fixed Chairs only:	80
Chairs with Tables	65

FULL DAY	
Non-Resident	\$100.00
Township Resident	\$70.00
HALF DAY - 4 ½ hours or less	
Non-Resident	\$75.00
Township Resident	\$50.00
Any function where a special occasion permit is required.	\$200.00
Note: Permit is to be obtained by applicant.	

5.4 Notwithstanding the rental fee, every user of the Halls shall provide a fifty dollar (\$50.00) security deposit which shall be held by the Township until the end of the rental agreement. Such security deposit shall be returned upon confirmation of compliance with the rental terms.

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- 5.5 Tay Valley Township will require the applicant to carry Comprehensive General Liability Insurance in an amount not less than Two Million Dollars for liquor licensed event. This insurance will be carried for the rental period and will have Tay Valley Township shown as an additional insured to the policy.
- 5.6 **All bookings for Halls and/or use of tables shall be made through the Municipal Office or online (including groups that have exempted status from fees).** A contract will be issued indicating the time the event is taking place. In the case of half-day rentals, hours in excess of 4 ½ shall be billed at the full day rate.

6.0 RULES AND REGULATIONS

- 1. Early submission of Rental Agreements is encouraged to ensure the Hall is available.
- 2. Rental Agreements and Fees, if applicable, must be delivered to the Municipal Office or booked online before 4:00 p.m. Thursday before a weekend event to allow time for arrangements to be made with the Custodian.
- 3. When booking, the Lessee should ensure sufficient time is reserved for set up and take down. If access to the Hall is required prior to the event, include this time in the rental booking. No access to the Hall (including kitchen and refrigerators/freezer) is permitted in advance of events unless scheduled with the Township.
- 4. Twenty-four (24) hours notice of cancellation is required.
- 5. Contact person (s) shall be in attendance for the duration of the function.
- 6. No unauthorized alcohol shall be permitted in the hall.
- 7. The consumption of alcohol may be permitted provided the user follows the regulations of the Alcohol and Gaming Commission of Ontario. A copy of the special occasion permit, along with the required insurance, shall be provided to the Township in order to confirm the booking for the event.
- 8. Exit doors shall remain unblocked at all times.

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9. No candles or open flames (ex. fuel canisters for warming dishes) shall be used or stored in the hall.
10. Use of confetti/sprinkles, fog machines or other such equipment leaving residue inside the hall is prohibited. An extra charge may be payable.
11. Kitchen facilities are available at all of the halls. If the kitchens are used, they shall be left clean and tidy and returned to their original condition. All dishes, pans, coffee pot and appliances used shall be cleaned and returned.
12. If the tables, chairs or piano are used, the Lessee shall clean the furniture, stack and return it to its original location.
13. If required, floors are to be swept and/or mopped.
14. The Hall is to be returned to its original pre-rental condition. Failure to do so will result in a loss of the deposit and if applicable, an additional cleaning fee.
15. The Lessee is responsible for the pickup and removal of all garbage and recyclables from the Hall.
16. Temporary decorations may be displayed in the Hall during the event provided each can be removed without any mark or damage to the Hall. Scotch tape shall not be used to hang display material on the walls. Only products which do not leave a mark on the walls may be used. Memorabilia or photos proposed for permanent decoration of the Hall may be donated to the Township for consideration prior to mounting. No items or decorations shall be left in the hall without approval.
17. The Township accepts no responsibility for any items left in the hall by the Lessee, their organization members or function attendees.
18. No hall decorations, plaques, equipment, kitchen supplies, etc. shall be removed from the hall without prior approval from the Township.
19. The Lessee agrees that entry to the hall will only be provided one half hour prior to the commencement of the reserved time and no earlier than 8:00 a.m., unless special permission has been obtained in advance.

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20. The Lessee agrees not to contact the Custodian outside of the scheduled event booking unless there is an emergency (e.g. loss of hydro, water, heat etc.) outside of office hours. During office hours please contact the Municipal Office.
21. The Lessee agrees that all events will be finished by 1:00 am, at the latest, to allow for the clearing of all persons, event material and garbage from the facility by 1:30 am, unless special permission has been obtained in advance.
22. If the Custodian is not personally at the hall at the end of the event, the Lessee **must** call the Custodian at the phone number provided and advise the Custodian that the event is over and the hall is being vacated (voicemail message is sufficient). Prior to leaving the building the Lessee shall turn off the lights and all running water and shall close and lock all doors to ensure the building is secure.
23. In the event of loss of services (e.g. loss of hydro, water, heating/cooling, etc.) access to the Hall will not be permitted. The Lessee's event will be cancelled, and a full refund will be provided by the Township. Notice of cancellation will be provided as soon as reasonably possible. There will be no access, for any reason, to the Hall if there are no services.
24. The Lessee shall save the Township harmless from any and all claims arising out of the use of the Township facilities. The Township is not responsible for personal injury or damage or for loss of personal items or equipment of the Lessee or anyone attending at the invitation of the Lessee.

7.0 ACCOUNTABILITY FRAMEWORK

The Community Services Coordinator is responsible for ensuring compliance with this policy.

8.0 POLICY REVIEW

This Policy shall be reviewed at least once per term of Council.

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