

THE CORPORATION OF TAY VALLEY TOWNSHIP

BY-LAW NO. 2014-031

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
BY-LAW NO. 2014-031**

3. BY-LAW REPEALED

- 3.1 By-Law No. 2014-024 here herby repealed.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thereof and resolutions passed prior to this by-law which are in contravention of any terms of this by-law are hereby rescinded.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 July, 2014.
- 4.2 ENACTED AND PASSED this 12th day of August, 2014.


Keith Kerr, Reeve




Amanda Mabo, Clerk

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2014-031**

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.

The following activities are exempt from a rental fee:

- 1) Council and Recreation Working Group activities.
- 2) Wakes for Township residents (\$25 cleaning fee).
- 3) Local non-profit groups and groups that make a significant contribution to community life and contribute to the upkeep of the hall(s) will be exempt from fees. 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.

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.

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.
- 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.

ISSUED BY:	DATE ISSUED:	SUPERSEDES:	PAGE:
Clerk's Office	August 12 th , 2014	July 1 st , 2014	1 of 6



Tay Valley Township

SECTION:	NUMBER:
RC	1

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

<u>Occupancy:</u>	
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

5.2 MABERLY HALL

<u>Occupancy:</u>	
No Fixed Chairs only:	180
Chairs with Tables - Dancing (with alcohol)	120
Chair with Tables - Dining (no alcohol)	140

FULL DAY	
Non-Resident	\$150.00
Township Resident	\$100.00
HALF DAY - 4 ½ hours or less	
Non-Resident	\$90.00
Township Resident	\$65.00
Any function where a special occasion permit is required.	
Note: Permit is to be obtained by applicant.	
\$175.00	

ISSUED BY:	DATE ISSUED:	SUPERSEDES:	PAGE:
Clerk's Office	August 12 th , 2014	July 1 st , 2014	2 of 6



Tay Valley Township

SECTION:	NUMBER:
RC	1

5.3 BURGESS HALL

Occupancy:

No Fixed Chairs only:	80
Chairs with Tables	65

FULL DAY	
Non-Resident	\$75.00
Township Resident	\$40.00
HALF DAY - 4 ½ hours or less	
Non-Resident	\$50.00
Township Resident	\$25.00
Any function where a special occasion permit is required.	\$150.00
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.

5.5 Tay Valley Township may require the applicant to carry Comprehensive General Liability Insurance in an amount not less than Two Million Dollars. This insurance will be carried for the rental period and will have Tay Valley Township shown as an additional insured to the policy.

ALL BOOKINGS FOR HALLS AND/OR USE OF TABLES SHALL BE MADE THROUGH THE TOWNSHIP OFFICE (INCLUDING GROUPS THAT HAVE EXEMPTED STATUS FROM FEES). A CONTRACT WILL BE ISSUED INDICATING THE TIME THE EVENT IS TAKING PLACE PLUS THE HOUR THAT THE HALL IS REQUIRED TO BE OPENED AND CLOSED. IN THE CASE OF HALF-DAY RENTALS, HOURS THAT ARE IN EXCESS OF 4 ½ SHALL BE BILLED AT THE FULL DAY RATE.

ISSUED BY:	DATE ISSUED:	SUPERSEDES:	PAGE:
Clerk's Office	August 12 th , 2014	July 1 st , 2014	3 of 6



SECTION:	NUMBER:
RC	1

6.0 RULES AND REGULATIONS

1. Early submission of Rental Agreements is encouraged to ensure the Hall is available. Rental Agreements and Fees, if applicable, must be delivered to the Township Office before 12:00 noon on the Friday before a weekend event to allow time for arrangements to be made with the Custodian. Faxed copies of the signed form will be accepted only if no fee is payable, according to the Policy.
2. When booking, the Lessee should ensure sufficient time is reserved for set up and take down.
3. Twenty-four (24) hours notice of cancellation is required or to gain earlier access to the hall.
4. Contact person (s) shall be in attendance for the duration of the function.
5. No unauthorized alcohol shall be permitted in the hall.
6. 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 occasion permit shall be provided to the Township prior to the event.
7. Exit doors shall remain unblocked at all times.
8. No exposed candles shall be used.
9. Use of confetti/sprinkles, fog machines or other such equipment leaving residue inside the hall is prohibited. An extra charge may be payable.
10. Kitchen facilities are available at all of the halls. If the kitchens are used, they shall be left clean and tidy. All dishes, pans, coffee pot and appliances used shall be cleaned and returned.
11. If the tables, chairs or piano are used, the Lessee shall clean the furniture, stack and return it to its original location.

ISSUED BY:	DATE ISSUED:	SUPERSEDES:	PAGE:
Clerk's Office	August 12 th , 2014	July 1 st , 2014	4 of 6



Tay Valley Township

SECTION:	NUMBER:
RC	1

12. The Lessee is responsible for the pickup and removal of all garbage and recyclables from the Hall.
13. 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 Recreation Working Group for consideration prior to mounting. No items or decorations shall be left in the hall without approval.
14. The Township accepts no responsibility for any items left in the hall by the Lessee, their organization members or function attendees.
15. No hall decorations, plaques, equipment, kitchen supplies, etc. shall be removed from the hall without prior approval from the Township.
16. 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.
17. 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.
18. 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.
19. 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.

ISSUED BY:	DATE ISSUED:	SUPERSEDES:	PAGE:
Clerk's Office	August 12 th , 2014	July 1 st , 2014	5 of 6



Tay Valley Township

SECTION:	NUMBER:
RC	1

7.0 POLICY REVIEW

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

ISSUED BY:	DATE ISSUED:	SUPERSEDES:	PAGE:
Clerk's Office	August 12 th , 2014	July 1 st , 2014	6 of 6
