

THE CORPORATION OF THE MUNICIPALITY OF SOUTH DUNDAS

BY-LAW NO. 2013-80

A BY-LAW to adopt a Policy to regulate the Use of Space - South Dundas Municipal Centre.

WHEREAS *the Municipal Act, 2001, S.O. 2001, Chapter 25*, as amended, states that a municipality and a local board shall adopt policies with respect to certain matters;

NOW THEREFORE the Council of the Corporation of the Municipality of South Dundas hereby enacts as follows:

1. THAT Policy No. 3-13 - Use of Space – South Dundas Municipal Centre, attached as Schedule “A” to this by-law is hereby approved.
2. THAT the Policy in Schedule “A” shall be effective on the date of passing.

READ and passed in open Council, signed and sealed this 5th day of November, 2013.

MAYOR

CLERK

Schedule "A" to By-Law No. 2013-80

POLICY MANUAL	Policy 3-13
For Municipality of South Dundas	Effective Date: November 5, 2013
Subject: Use of Space – South Dundas Municipal Centre	Department: All Departments

Policy Statement

The Municipality of South Dundas will strive to manage its resources in a fair and equitable manner, and optimize usage and programming to reflect municipal directives, minimize risk and benefit the whole community.

Purpose

This Policy will address the demand and supply of the South Dundas Municipal Centre (SDMC), the changing demographics and the successful ongoing management of such resources. The objectives of this policy are to:

- Establish a fair, transparent, consistent and equitable process for facility allocation, distribution and management in a responsible manner;
- Ensure that the SDMC is used for the benefit of the whole community;
- Recognize the need for flexibility to effectively respond to changing needs and demands for the facility; and,
- Balance the needs for municipal purposes and user groups, and the municipality as a whole.

The following guiding principles will be considered when implementing and/or interpreting this policy:

- Efficiency: policy to ensure an effective, efficient and proper use of the facility;
- Demand: facility allocation will consider both the demand for and supply of facilities and where appropriate will employ a formula that takes into account user groups actual current and substantiated future facility demand and will consider the proportionate number of participants in groups requesting facilities;
- Safety: safety issues will be considered when allocating and scheduling facility time to groups;

- Functional Requirements: the policy and the process of facility scheduling will consider (as possible) the functional requirements of groups by considering physical amenities of facilities and related on-site equipment in terms of the ability to meet user needs;
- Diversity: consideration will be given to a balanced and wide range of leisure and recreation opportunities;
- Development: consideration will be given to accommodating learning and educational opportunities, in recognition of the municipality's important role in recreation and leisure development.

Scope

This policy applies to all groups or individuals using the South Dundas municipal programming space for the purpose of recreational, educational, athletic or social activities.

Priority Status Ranking to use South Dundas municipal programming space:

- First priority: South Dundas Recreation programs and services¹
- Second priority: Partnering Organizations
- Third priority: Council/Staff

1. Regular or Special Council meetings will take priority over any other use of the programming space.

Procedure

The Recreation Program Coordinator shall consider all requests for use of the South Dundas municipal programming space.

All groups/individuals must complete a Use of Space Agreement and submit it no later than two weeks (14 days) before the date of use.

All groups/individuals granted use of space must provide proper documentation of insurance in accordance with the Use of Space Agreement.

No request will affect currently established programs.

Use of Space Agreement
34 Ottawa Street
613-543-2673
Maximum Occupancy **157 Persons**

1. Each person and/or organization booking the South Dundas programming space is responsible for the condition of the premises and the contents.
2. If a person and/or organization are wishing to decorate/setup the day prior to the event, the Recreation Program Coordinator must be made aware of this and it must be indicated on the Use of Space Agreement.
3. A refundable deposit of \$150.00 is required to cover damages and loss of key, and will be refunded following confirmation that everything was left in order and the key has been returned to the Municipal Office. The deposit **must be paid in advance**. Any damage or loss will be charged to the applicant. A key can be picked up at the Municipal Office during regular business hours, Monday-Friday, 8:30am to 4:30pm.
4. No animals are allowed in the municipal programming space unless written permission is obtained from the Recreation Program Coordinator prior to the date booked.
5. All exits shall be kept from obstruction at all times during the applicant's occupancy of the recreation space.
6. Please leave the recreation space the way it was found.
7. The Eastern Ontario Health Unit has instilled specific requirements for an event if food being served originates from a premises not inspected under Regulation 562. In which case, the operator must keep a list of all persons who have donated food for the event/meal and must provide a copy of that list to a Public Health inspector on request. Event organizers are also required to notify the Eastern Ontario Health Unit in advance when planning to hold a special event and to provide the information as requested.

8. The South Dundas municipal programming space is not designated for Licensed Events.

Insurance Requirements

All groups/individuals shall, at their own expense, obtain and maintain insurance covering all user activities and provide the Municipality with evidence of:

Commercial General Liability

Commercial General Liability Insurance issued on an occurrence basis for an amount not less than \$2,000,000 per occurrence, \$2,000,000 annual aggregate for any negligent acts or omissions by the user. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; liquor liability; injury to participants; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability – Broad Form; cross liability and severability of interest clause.

Such insurance shall add the Municipality of South Dundas, its officers and employees as Additional Insured with respect to the activities of the user. The insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality. The user shall indemnify and save harmless the Municipality, their officers, employees and volunteers from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether wilful or otherwise by the user, their officers, employees or other persons for whom the user is legally responsible.

The user shall provide the Municipality with a Certificate of Insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality.

Use of Space Agreement - User Information

Organization/Applicant Name: _____

Authorized Agent: _____

Proof of Insurance: _____

Purpose for which space shall be used: _____

Advanced Setup Required: YES NO

Dates requested: _____

Time From: _____ To: _____

I/We have read the *Use of Space Agreement* and agree to exercise the utmost care in the use of the premises and property, and to make good any damage arising from the use of the recreation space.

Applicant/Agent: _____
Signature

Address: _____

Telephone Number: _____

Date: _____