

CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN

BY-LAW NO. 19-596

Being a by-law to authorize the Permit for use of South Algonquin Community Facilities and Property (Rescinds By-Law No. 13-445).

WHEREAS Section 391 of the Municipal Act 2001 c.25 authorizes a municipality to pass by-laws re: fees and charges,

NOW THEREFORE the Council of the Corporation of the Township of South Algonquin enacts as follows:

“To establish Facility Rental Rates as per the Rental Agreement which forms part of this by-law and is referred to in Schedules A, B, C, D, E, F, A.1 & A.2.”

Any other by-law inconsistent with or antedating this by-law is hereby repealed.

READ A FIRST AND SECOND TIME, MAY 1, 2019.

\_\_\_\_\_  
Jane A.E. Dumas Mayor

\_\_\_\_\_  
Holly Hayes, CAO/Clerk-Treasurer

READ A THIRD TIME AND PASSED ON MAY 1, 2019.

\_\_\_\_\_  
Jane A. E. Dumas Mayor

\_\_\_\_\_  
Holly Hayes, CAO/Clerk-Treasurer

Schedule "A"

**PERMIT FOR USE OF SOUTH ALGONQUIN  
COMMUNITY FACILITY AND PROPERTY**

Lester Smith Community Centre (Whitney)

Madawaska Complex (Madawaska)

Mervin Dupuis Rink (Madawaska)

Permit No.: \_\_\_\_\_ Issue Date: \_\_\_\_\_

Liquor Permit No.: \_\_\_\_\_ Event Date: \_\_\_\_\_

Event Time: From: \_\_\_\_\_ a.m./p.m. To: \_\_\_\_\_ a.m./p.m.

Purpose for which premises and property will be used: \_\_\_\_\_  
\_\_\_\_\_

Equipment included: \_\_\_\_\_  
\_\_\_\_\_

Rental Rate: \_\_\_\_\_ \$ \_\_\_\_\_

**Additional Costs:**

Kitchen with equipment: \_\_\_\_\_ \$ \_\_\_\_\_

Damage (& Key) Deposit: \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL: \$ \_\_\_\_\_**

**\*\*Permit holder is responsible for leaving the Facility and property in a condition satisfactory to the Custodian**

**\*\*See the instructions for General Facility/ Kitchen Clean-up**

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I hereby apply for a permit for the above event and agree to pay the rental rates set out above. I acknowledge that I have read and understand the RULES AND REGULATIONS that apply to the use of the Facility and property and agree to observe and enforce them, and to exercise the utmost care in the use of the Facility and property, and be responsible for any damage arising from the use of the Facility and property pursuant to this permit.

Applicant (Permit Holder if permit issued) \_\_\_\_\_  
(signature of applicant)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: Home: ( ) \_\_\_\_\_ Work: ( ) \_\_\_\_\_

Approved by: \_\_\_\_\_  
(Deputy Clerk signature)

For Emergencies: \_\_\_\_\_  
(Custodian)

Telephone No.: \_\_\_\_\_

Schedule "B"

**FACILITY RENTAL RATES**  
**LESTER SMITH BUILDING - WHITNEY**

- #1 Full Day and Evening - Non Alcohol Event  
Resident.....\$75.00
- #2 Full Day and Evening - Non Alcohol Event  
Non- Resident.....\$100.00
- #3 Full Day and Evening - Alcohol Event – Facility and Bar  
Resident.....\$150.00
- #4 Full Day and Evening - Alcohol Event – Facility and Bar  
Non- Resident.....\$200.00

\* Fee includes \$25.00 non-refundable permit fee to hold booking date.

\* Fee must be paid in full two weeks prior to the rental date.

\* Basic cleaning is the responsibility of the permit holder. Please see the attached guidelines. Additional charges will be applied if these rules are not followed.

**FACILITY RENTAL RATES**  
**MADAWASKA COMPLEX - MADAWASKA**

- #1 Full Day and Evening - Non Alcohol Event  
Resident.....\$150.00
- #2 Full Day and Evening - Non Alcohol Event  
Non-Resident.....\$250.00
- #3 Full Day and Evening - Alcohol Event – Facility and Bar  
Resident.....\$300.00
- #4 Full Day and Evening - Alcohol Event – Facility and Bar  
Non Resident.....\$400.00

\* Fee includes \$25.00 non-refundable permit fee to hold booking date.

\* Fee must be paid in full two weeks prior to the rental date.

\* Basic cleaning is the responsibility of the permit holder. Please see the attached guidelines. Additional charges will be applied if these rules are not followed.

**FACILITY RENTAL RATES**  
**MERVIN DUPUIS (RINK) - MADAWASKA**

#1 Full Day and Evening - Non Alcohol Event  
Resident..... \$50.00

#2 Full Day and Evening - Non Alcohol Event  
Non Resident..... \$75.00

#3 Full Day and Evening - Alcohol Event – Facility and Bar  
Resident.. \$100.00

#4 Full Day and Evening - Alcohol Event – Facility and Bar  
Non Resident.....\$125.00

\* Fee includes \$25.00 non-refundable permit fee to hold booking date.

\* Fee must be paid in full two weeks prior to the rental date.

\* Basic cleaning is the responsibility of the permit holder. Please see the attached guidelines. Additional charges will be applied if these rules are not followed.

**ADDITIONAL COSTS:**

**A – Damage Deposit (Includes \$50.00 Key Deposit)** (Damage amount is refundable, once the building has been inspected and found acceptable and the key is returned).

Alcohol Event.....\$200.00

Non Alcohol Event.....\$100.00

**B – Kitchen with Equipment**

Madawaska Complex (Madawaska)  
Resident.....\$100.00

Madawaska Complex (Madawaska)  
Non Resident.....\$150.00

**C – Insurance** Insurance is required for all alcohol events. Lessee must provide proof of minimum insurance coverage of \$1,000,000.00.

Schedule "C"

**REGULATIONS REGARDING THE USE OF  
THE TOWNSHIP OF SOUTH ALGONQUIN  
COMMUNITY FACILITIES**

1. Facility rentals will be made on a first-come-first-served basis. If there is more than one person interested in renting a facility on the same day, the person who pays the permit fee first will be given the opportunity.
2. Permit does not include the use of Facility equipment unless authorized by the permit.
3. The Facility Permit Holder shall be responsible to the Township of South Algonquin for any damage to the Facility, Facility equipment and property that arises from the Facility permit holder's negligence or wrong doing and shall indemnify and save harmless the Township with respect to same and from any claim whatsoever resulting from the negligence or wrong doing of the Facility Permit Holder arising out of the use of the Facility and property under such permit.
4. Neither the Township of South Algonquin nor its committees will be responsible for injury to any person, or for damage to, or the loss or theft of, any property of the Facility Rental Permit Holder.
5. Parking on Facility property is a privilege for which no separate charge is made. Vehicles and contents are at the risk and are the responsibility of the owner and/or operator of the vehicle.
6. Decorations to the Facility shall comply with Fire Safety Rules and the Facility Rules as posted in the Facility. Decorations must be removed immediately after the event or, if the Facility is not booked for the day following the event, by noon on the following day.
7. No exposed candles may be used.
8. The Facility Rental Permit Holder is responsible to ensure that all persons have safely left the Facility and property after the event.
9. The Facility Rental Permit Holder must leave the Facility and Facility property in a neat and undamaged condition satisfactory to the Custodian (see General Facility Clean-up and Kitchen Clean-up Instructions).
10. The Facility Rental Permit Holder is responsible to ensure that all lights are turned off and doors are locked when leaving at the end of the event.
11. Any violation of these Regulations or of the Rules Respecting Events (see separate sheet) will be addressed by the Council. Sanctions can range from written correspondence making the Facility Rental Permit Holder aware of the violation(s), to refusal of future rentals, loss of deposit, and the "barring" of specific individuals from attending future events at the Facility.
12. The Recreation Committee reserves the right to operate a canteen, when appropriate.
13. The halls may be used without a fee by Youth Programs (Girl Guides and Boy Scouts of Canada, Toy Bus Program), (upon approval by council) funeral related services OR for events run by the Recreation Committees or fundraising by Council and/or its departments.
14. Please be advised that as per Ministry of Labour legislation the Township of South Algonquin is required to report any injuries that occur at a municipal facility or on municipal property. The Facility Rental Permit Holder is responsible for reporting any injury to the Municipal Office or senior staff immediately.

Schedule "D"

**COMMUNITY FACILITY RENTALS**

**GENERAL FACILITY / KITCHEN CLEAN-UP**

1. Tables and chairs must be wiped clean and put back in original locations.
2. Counters must be wiped off.
3. All pots, pans, dishes, cutlery, coffee & tea pots, if used - must be washed and returned to their proper place.
4. Any food, tea or coffee spills must be wiped off the walls and cupboard doors.
5. Any spills in the coolers must be wiped up.
6. Grills, burners stoves and oven must be cleaned of any spills.
7. Sinks, taps and counters must be left clean.
8. Garbage containers must be emptied and bags tied and placed at the appropriate disposal location.
9. If the dishwasher is used, the strainer in the bottom must be emptied and cleaned.
10. Place used towels in laundry basket provided in the kitchen.

Schedule "E"

**RULES RESPECTING EVENT AT WHICH  
ALCOHOL IS SERVED**

**To reduce your risk of liability the following rules must be followed:**

1. Each event sponsor is responsible for obtaining from the LCBO a Special Occasion Permit for serving alcoholic beverages and must show proof of purchase of \$1,000,000.00 liability insurance 14 days before the event. Any person serving alcoholic beverages except in accordance with such a permit will be subject to prosecution under the Liquor Licence Act, other provincial statutes and the Criminal Code of Canada.
2. Hall Rental Permit Holder must show proof of obtaining a Special Occasion Permit from LCBO. (Recreation Committee must be given the Special Occasion Permit if requested to operate bar on behalf of Hall Rental Permit Holder.)
3. All regulations concerning the serving, storage, sale and consumption of alcoholic beverages of the Liquor Control Board of Ontario (LCBO), and the terms of the Special Occasion Permit for the event must be observed. All alcohol will be stored in the bar area or under lock and key within the building.
4. Neither the Township of South Algonquin nor its committees will be responsible for any breach of the Liquor Licence Act.
5. The Liquor Permit Holder and the Facility Rental Permit Holder must be present throughout the event, and are responsible for the operation of the event.
6. The event sponsor and recreation staff must ensure that the physical setting is safe for both drinkers and non-drinkers.
7. Facility Rental Permit Holder must organize a "designated driver" program, ensure Non-Alcoholic beverages are available and prevent patrons from engaging in activities that can harm themselves or others. **(PATRONS WHO ARE INTOXICATED MUST NOT BE SERVED. IMPAIRED PATRONS MUST BE PREVENTED FROM DRIVING.)**
8. There are permanent signs regarding "Bar Closing" displayed in the bar. The "Special Occasion Permit" issued by the LCBO for the event must be on display in the bar before the event begins and throughout the event.
9. All event workers must be 19 years of age or over, be clearly identifiable and must not consume alcohol while on duty. All bar workers must have Smart Serve Training. Entrances and exits should be monitored by people 19 years of age or over. Signs will be posted stating "No Alcohol Beyond This Point." All entrances/exits must be properly monitored to ensure that no alcohol is removed or brought into the facility illegally, and to ensure that alcohol is consumed in the permitted areas. This is the responsibility of the Special Occasion Permit Holder(s)/Renter(s)/Sponsor(s).
10. Tickets for Alcoholic beverages must be purchased from a designated ticket seller and redeemed at the bar. A maximum of 10 tickets can be purchased/person at a time. Unused tickets can be redeemed for cash before 12:30 a.m.). Photo Identification may be Requested at any Time. Bar tickets must be provided by the Facility Rental Permit Holder. All alcoholic beverages must be served in plastic glasses.
11. Exception to the maximum of 10 tickets sales: Only one person at an event can purchase a quantity of Happy Hours tickets. These tickets will be a different colour and these tickets will not be redeemed after happy hour. These tickets will be distributed by purchaser or designate.
12. Marketing practices which encourage increased alcohol consumption are not permitted. Prices will be as posted.
13. At a minimum, a light meal must be served at or about 11:00 p.m. to persons attending the event. Snacks are not adequate.

14. Bar tickets shall not be sold after 12:30 a.m. The bar must close at 1:00 a.m. “Last Call” **shall not** be announced. Entertainers are to be made aware of this by the Facility Rental Permit Holder. All activities must cease by 1:00 a.m. (Exception: “New Year’s Eve” Party by 2:00 a.m.)
15. The police will be notified by the Facility Rental Permit Holder or the Recreation Committee before a situation is out of control.
16. Bar workers must empty the refrigerator of all beer, wine and spirits and clean the liquor jiggers, jugs and bowls after the event. All alcoholic beverages and empty bottles must be removed from the Facility immediately following the event.
17. Individuals participating in masquerade events will be required to unmask and identify themselves to tickets sellers and bartenders if requested.
18. Facility should be completely vacated by 2:00 a.m. (EXCEPTION: New Years Eve Party by 3:00 a.m.).

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**Schedule "F"**

**INFORMATION TO RENTERS RUNNING THEIR OWN BAR**

This form must be signed and submitted along with your damage deposit at least two weeks prior to the event.

1. The Facility Rental Permit Holder. is responsible to apply and receive a Special Occasion Permit from your local Liquor Store. This permit must be posted in a visible place in the bar area.
2. Please note, that you must provide the municipality with proof that you have purchased the required host liability insurance with a minimum \$1,000,000 liability. The municipality must be named as a third party on the policy.
3. You must submit the names of a minimum of four persons below who will be acting as security/bartenders during the event.
4. All servers of alcohol must have completed the Smart Interventions Training Course.

Remember that you as a permit holder are responsible to ensure that the above conditions are followed. Any violation of these conditions is a violation of the Liquor Licence Act and will result in the management contacting the Ontario Provincial Police and the Liquor Licence Board of Ontario.

I have read the above conditions and the am fully aware of the Liquor Licence Regulation and by signing this form, agree to abide by the conditions set out.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Security/Bartender Names:

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

Schedule "A.1"

**BLANKET PERMIT FOR USE OF LESTER SMITH  
COMMUNITY CENTRE**

**Permit No:** \_\_\_\_\_ **Issue Date** \_\_\_\_\_

I hereby make application, on behalf of the WHITNEY RECREATION COMMITTEE, for the use of the Lester Smith Recreation Centre when required by said Committee for purposes of events of types which will further the conducting of a program of recreation. We acknowledge that we have read and understand the RULES AND REGULATIONS (Schedules "C", "D" "E&" "F) that apply to the use of the Facility and property and agree to ensure that they are observed and will enforce them when required.

We further acknowledge that this permit is for **Non Alcoholic Events** only and we will make separate application for all **Alcoholic** events conducted under our auspices.

This permit is valid for a period of One (1) year from date of issue and a new application must be made upon expiry should the Committee wish to conduct further events.

**\*\*\* The Committee agrees that it will notify the Township Deputy Clerk at least Ten (10) days in advance of tentative events, including set up and clean up dates, to avoid scheduling conflicts.**

**\*\*\* It is understood by both parties that cleanup of the Facility will be performed by the custodian of the Facility at Township expense. Common sense dictates that potential hazards occurring during the event will be eliminated by the Committee member(s) present.**

**Applicant** \_\_\_\_\_  
(signature of applicant)

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No:**      **Home:** (    ) \_\_\_\_\_      **Work:** (    ) \_\_\_\_\_

**In Emergencies** \_\_\_\_\_  
(Designate of Council)

**Telephone No:** \_\_\_\_\_

**Approved by** \_\_\_\_\_  
(Township Deputy Clerk)

Schedule "A.2"

**BLANKET PERMIT FOR USE OF MADAWASKA COMPLEX**

**Permit No:** \_\_\_\_\_ **Issue Date** \_\_\_\_\_

I hereby make application, on behalf of the MADAWASKA COMPLEX RECREATION COMMITTEE, for the use of the Madawaska Complex when required by said Committee for purposes of events of types which will further the conducting of a program of recreation. We acknowledge that we have read and understand the RULES AND REGULATIONS (Schedules "C", "D", "E" & "F") that apply to the use of the Facility and property and agree to ensure that they are observed and will enforce them when required.

We further acknowledge that this permit is for **Non Alcoholic Events** only and we will make separate application for all **Alcoholic** events conducted under our auspices.

This permit is valid for a period of One (1) year from date of issue and a new application must be made upon expiry should the Committee wish to conduct further events.

**\*\*\* The Committee agrees that it will notify the Township Deputy Clerk at least Ten (10) days in advance of tentative events, including set up and clean up dates, to avoid scheduling conflicts.**

**\*\*\* It is understood by both parties that cleanup of the Facility will be performed by the custodian of the Facility at Township expense. Common sense dictates that potential hazards occurring during the event will be eliminated by the Committee member(s) present.**

**Applicant** \_\_\_\_\_  
(signature of applicant)

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No:**      **Home:** (    ) \_\_\_\_\_      **Work:** (    ) \_\_\_\_\_

**In Emergencies** \_\_\_\_\_  
(Designate of Council)

**Telephone No:** \_\_\_\_\_

**Approved by** \_\_\_\_\_  
(Township Deputy Clerk)