

# The Corporation of the Municipality of Brockton



## By-Law 2019-140

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Being a By-Law to Adopt an Amended Rental Policy – Walkerton Public Library for the Municipality of Brockton.

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**Whereas** The Council for The Corporation of the Municipality of Brockton deems it expedient to establish policies;

**And Whereas** the *Municipal Act 2001, S.O. 2001, c 25, Section 5(3)*, 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;

**Now Therefore** the Council of The Corporation of the Municipality of Brockton enacts as follows:

- 1.0 That The Corporation of the Municipality of Brockton Council hereby adopts an Amended Rental Policy – Walkerton Public Library as contained in the attached Schedule "A" to this By-Law.
- 2.0 That By-Law 2013-057 is hereby rescinded.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Adopt Amended Rental Policy – Walkerton Public Library By-Law".

**Read, Enacted, Signed and Sealed this 29th day of October, 2019.**

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Mayor – Chris Peabody

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Clerk – Fiona Hamilton

## Rental Policy – Walkerton Public Library

<b>Department:</b>	All Departments, Public	<b>Policy Number:</b>	R02-1100-13
<b>Section:</b>	Recreation (Facilities)	<b>Effective Date:</b>	June 17, 2013
<b>Subject:</b>	Rental – Walkerton Public Library	<b>Revised Date:</b>	October 29, 2019
<b>Authority:</b>	By-Law 2013-057, By-Law 2019-135		

### 1. Purpose

The purpose of this policy is to provide rental guidelines for certain rooms in the Walkerton Public Library which shall be available for use by organizations, groups or individuals (hereinafter “user”), whether operating as a charitable or not-for-profit, or commercial or for-profit entity, subject to the terms and conditions specified herein.

The rooms governed by this policy are the Walkerton Public Library Hall and the Gallery.

### 2. General Guidelines for Room Rental and Usage

- 2.1 Users will be provided with a copy of this policy before the room is reserved, and must sign indicating agreement to abide by these rules before being allowed to reserve and use the room in question.
- 2.2 Each room shall be pre-booked/reserved on a “first come, first served” basis only, by registering with the Municipal Office. Receipt of payment is required before booking is confirmed.
- 2.3 A user may reserve a room in advance for use on a number of occasions during a current calendar year, providing that further reservations by that user shall not be for longer than one calendar year at a time.
- 2.4 Cancellations within 48 hours of the event will receive a full refund. For all other cancellations an administrative fee will be retained by the Municipality, as per our current Fees and Charges By-Law.
- 2.5 There shall be no rental charge for the use of a room where the user is:
  - a) Brockton Council or staff (for Municipal purposes);
  - b) A Committee named in the Municipality of Brockton’s current Committee Appointment By-Law, or any sub-committee thereof;
- 2.6 Users may be provided with a key to the room rented. Where a user has lost or damaged that key, the user shall be charged a replacement fee as per our current Fees and Charges By-Law.
- 2.7 Where a user has caused or allowed damage to a room or property within the room, the Municipality will make the necessary repairs and the user shall reimburse the full cost of the repairs to the Municipality of Brockton.

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- 2.8 Where a user makes use of available kitchen facilities, the user will be required to leave the facilities in an entirely clean condition. All food and condiments will be supplied by the user.
- 2.9 Where a user leaves the kitchen facility in an unclean condition, (as determined by the custodian) the Municipality will complete the necessary cleaning and the user shall reimburse the full cost of the custodian's services.
- 2.10 Where a user has been assessed costs for repairs and/or cleaning, that user shall not be allowed further use of any room until the amount owing is paid in full.
- 2.11 Where a user wishes to rent the Gallery for an Art Display or Demonstration for an extended period greater than a few hours, the provisions of the procedure identified in Section 4: Use Of Art Gallery Room for Art Displays, shall apply in place of the rental rates herein.
- 2.12 The Council of the Municipality of Brockton reserves the right to refuse to rent a room to a user, and such refusal may be authorized by a resolution of Council.

### **3. Rental/Donation Rates**

#### **3.1 Rates**

The rental rates shall be established in accordance with our current Fees and Charges By Law.

#### **3.2 Exemptions**

The following organizations are frequent renters and have established a donation schedule reflected as follows:

- Duplicate Bridge: Approximately 40 uses
- Ladies Bridge: Approximately 30 uses
- Senior Citizens: 104 uses plus 12 meetings

Donation amounts may be reviewed from time to time as memberships and usage may be subject to change. Such changes may be reviewed by the renter and the Clerk and referred to Council for approval. Failure to submit a donation for the use of the facility may result in the standard rental rates being applied. If the current groups submitting donations cease to use the facility the full rate will apply if use of the facility should resume.

Any requests for exemption will be reviewed by Council.

### **4. Use of Art Gallery Room for Art Displays**

The Brockton Art Committee (BAC), a sub-committee of the Brockton Heritage/Library Committee, has established guidelines for art displays in the gallery room. The Art Committee will coordinate scheduling to ensure fair and equitable access to as many local artists as possible.

- 4.1 The BAC will receive bookings for Art displays only for the Gallery Room. These bookings are to be co-ordinated with Municipal staff in order to accommodate any prior confirmed bookings. Payment is to be made at the Municipal Office.
- 4.2 Advertising and promotion will be the responsibility of the artists, but promotional materials should include acknowledgement of County and Municipal support.

- 4.3 Insurance will be the responsibility of the artists, who will be required to sign appropriate disclaimers including that the artist is aware that the gallery may be used for meetings while their work is on display.
- 4.4 Hours of operation are restricted to Library hours unless by prior agreement. The artist is responsible for arranging sitters, opening, and closing the gallery room. If the show is open when the library is closed, then the artist is responsible for signing for a key to the building and the gallery via the Municipal Office.
- 4.5 Duration of individual bookings may be up to 3-4 weeks per event.
- 4.6 Gallery sitting will be the responsibility of the artists.
- 4.7 Each artist will be charged a fee to assist in the offset of building maintenance and utilities costs as per the current Fees and Charges By-Law.
- 4.8 Upon payment of the entry fee stated in Section 4.7 Art Shows (other than the Juried Art Show) which are sanctioned by the BAC, may be conducted as a fundraising event.

## Rental Policy – Walkerton Public Library

<b>Department:</b>	All Departments, Public Recreation	<b>Policy Number:</b>	R02-1100-13
<b>Section:</b>	(Facilities)	<b>Effective Date:</b>	June 17, 2013
<b>Subject:</b>	Rental – Walkerton Public Library	<b>Revised Date:</b>	October 29, 2019
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