

The Corporation of Loyalist Township
By-law Number 2021-060

Being a by-law to adopt Facility Allocation Policy

Whereas The Council of the Corporation of Loyalist Township deems it expedient to establish policies; and

Whereas Section 5(3) of the *Municipal Act, 2001*, Chapter 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;

Now Therefore the Council of the Corporation of Loyalist Township hereby enacts as follows:

1. THAT the Facility Allocation Policy identified as Schedule "A" attached hereto and forming part of this By-Law be hereby approved and adopted; and
2. THAT the Clerk of Loyalist Township is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-Law and schedule as may be deemed necessary after the passage of this By-Law, where such modifications or corrections do not alter the intent of the By-Law; and
3. THAT this By-law shall come into full force and effect upon final passage.
4. THAT any By-law or Resolution passed prior to this by-law which are in contravention of any terms of this by-law are hereby rescinded.

ENACTED AND PASSED this 27th day of September, 2021

The Corporation of Loyalist Township

Richard Bresee

Signed with ConSignO Cloud
(2021/10/05)
Verify with [verifio.com](https://www.verifio.com) or Adobe Reader.

notarius

Mayor

Debbie Chapman

Signed with ConSignO Cloud
(2021/10/05)
Verify with [verifio.com](https://www.verifio.com) or Adobe Reader.

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Clerk



Facility Allocation Policy

Current Version	1.0
Approving Committee:	Council
Initial Date of Adoption:	
Initial Minute or Resolution Number:	
Department of Origin/author:	Community & Customer Services: Recreation & Facilities
Review date:	

Version	Date	Meeting Type	Resolution #	Reason for Change



1. Policy Statement

Loyalist Township, Community & Customer Services Department recognizes the role of recreation, heritage, Municipal facilities, parks, and trails in maintaining a healthy and active community. The Township encourages and promotes equal opportunity to these amenities and services and acknowledges that having access to these directly contributes to achieving this goal.

2. Purpose:

- To establish the process for allocating, distributing, and administering use of Township facilities that provide staff with the necessary information to make fair, equitable, transparent, and consistent facility allocation decisions.
- To outline the types of facility users and the order of priority for the allocation of facilities.
- To define the Township's authority to ensure that new Community Service Organizations (CSO) have an opportunity for access to facilities.
- To ensure Township bylaws, health and safety requirements, and facility conditions of use are followed by the public use of facilities.
- To outline the facility allocation process, timing, and general information so that users can plan their seasons accordingly.
- To utilize a democratic and collaborative approach to find suitable solutions/alternatives to facility allocation conflicts, wherever possible.

3. Scope:

This policy applies to all facility users and establishes protocols for facility use.

4. Policy Communication

This Policy will be available on the Facility Rental page of the Loyalist Township website.

5. Definitions

The terms below shall have the following meanings in this Policy:

"Township" means The Corporation of Loyalist Township.

"Chief Administrative Officer" means the individual appointed as the Chief Administrative Officer for Loyalist Township.

"Clerk" means the Clerk of Loyalist Township.



“Council” means the Council of The Corporation of Loyalist Township, comprised of the Mayor, Deputy Mayor and Councillors.

“Adult” means services offered to individuals over the age of 24.

“Boards of Education” means facility space reserved on behalf of a school for use by students and staff of the school. The allocation is only applicable to the rental of time at facilities as outlined in the reciprocal user agreement.

“Children and Youth” means services offered to individuals aged 24 years of age and younger.

“Commercial User” means individuals or organizations that rent a Township facility for the purpose of generating profit.

“Community Service Organization (CSO)” means a Township approved Non-Profit Loyalist Township based organization or a regional organization whose services are not offered directly by a Loyalist Township organization. The organization is operated by an elected and volunteer board of directors whose primary purpose is to provide recreation, community, or leisure services to the residents of Loyalist Township. Membership in the organization is primarily residents of Loyalist Township or the organization is the main provider of its activity for residents of Loyalist Township.

Given that new CSO's have the potential of reducing the number of hours available to existing users, new CSO's will only be considered where the program provides a service to previously underserved segments of the population or where a new program is being introduced that is not available through existing organizations. When a CSO is approved that requires facility time, the Township will work with all users to pursue a change based on an analysis of registration numbers, unused booked facility time, participant residency and trends in sport.

“Facility Rental Agreement” means the agreement between an organization or individual and Loyalist Township for use of a designated municipal location(s) for a defined period. The Facility Rental Agreement outlines the conditions of use for the permitted location(s), along with payment and cancellation terms.

“Insurance” means A current liability Insurance policy for a minimum of two million dollars (\$2,000,000.00). This must be provided either through a personal policy or through Loyalist Township Facility User Insurance (if eligible). This Insurance must be carried for the entire facility rental period and must have "The Corporation of Loyalist Township" shown as an additional insured on the policy.

“Miscellaneous Fees and Charges By-law” means the Municipal By-law outlining the fees for municipal services and activities; including facility rental fees.

“Non-Profit Organization” means an association, club or society that is not a charity



and is organized and operated exclusively for social welfare, civic improvement, pleasure, recreation, or any other purpose except profit.

“Occasional User” means individuals or organizations that rent a Township facility on a short-term basis but not an entire season.

“Permit Holder” means the individual whose signature appears on the Loyalist Township Facility Rental Agreement. The individual accepts responsibility for the conditions of use as outlined in the signed Facility Rental Agreement, along with payment and cancellation terms.

“Seasonal User” means individuals or organizations that rent a Township facility on a weekly basis for an entire season but do not meet the requirements of a CS.

“Tournaments and Special Events” means Loyalist Township supports Tournaments and Special Events that have the potential to bring economic benefits to the community at large. Tournaments and Special Events are primarily hosted by Loyalist Township CSO’s and may include events of regional and/or provincial significance. Tournaments may also be hosted by Seasonal Users. Special Events such as trade shows or exhibitions must comply with the Township’s Special Events By-law and be approved by Loyalist Township staff once all the criteria for hosting an event at a municipal location is met.

6. **Priority Schedule**

Facility allocations will be granted in a fair and equitable manner based on the following priority schedule:

- Priority #1: **Loyalist Township Programs and Events**
- Priority #2: **Tournaments and Special Events**
- Priority #3: **Children and Youth CSO**
- Priority #4: **Adult CSO**
- Priority #5: **Seasonal Users**
- Priority #6: **Boards of Education**
- Priority #7: **Occasional and Commercial Users**

Note: Users requiring additional facility time for new initiatives or increases in membership must receive approval for supplementary facility time prior to the development of the program

7. **Facility Allocations**

7.1 **Facility Rental Requests**

The Township uses the previous year’s facility allocation to form the basis for the upcoming year.



- 7.1.1 An email and link to the Facility Rental Request Form are sent to the previous year's tournament and special event organizers, CSO's, seasonal users, school groups, and commercial users approximately four weeks prior to the applicable deadline dates (See timing section noted below). New individuals or groups can apply using the Facility Rental Request Form available on the Township's website.
- 7.1.2 Users must submit request forms through the online form on the Township's website indicating facility types, 1st and 2nd choices of dates and times being requested (including tournaments).
- 7.1.3 Requests are to be submitted by the advertised deadline date to be considered

7.2 Timing

Deadline dates for seasonal requests are established annually by the Community & Customer Services Department and may be different for each facility type. Requests received by the deadline dates are allocated according to the priority schedule and general principles as described above.

The Community & Customer Services Department will process all facility rental requests after the facility needs for Township programs have been met and in accordance with this policy. Requests received after the deadline dates will be processed on a first come first served basis according to facility availability.

7.3 Facility Rental Agreement Issuance

Each user's Facility Rental Agreements will be issued as soon as the allocation process is complete for ongoing rentals. At that time, it is the responsibility of the Permit Holder to ensure they review the permit for accuracy and submit a signed copy back to Township staff by the date indicated in the communication.

8. Insurance

Permit Holders must provide a current liability insurance policy for a minimum of two million dollars (\$2,000,000.00). This must be provided either through a personal policy or through Loyalist Township Facility User Insurance (if eligible). This insurance must be carried for the entire duration of the permit and have "The Corporation of Loyalist Township" named as an additional insured on the policy.

9. Idle Rental Time

It is expected that all permitted facility rental times are utilized. Any idle time will be recorded and considered when the next season's facility allocations take place. Users are not permitted to book facility time that will go unused, except for the purpose of



curfew time for tournaments or league games. Users shall not book more time than required for their programs.

10. Subletting or Trading Facility Time

Loyalist Township is the sole permit authority for facility rentals. The Township must be aware and will always control the intended use of all rentals within its facilities. The transfer or selling of facility time to another user must be done through the Township during business hours and is at the discretion of the Township. The user assuming the facility time will be charged the rental rate that is applicable to them. At minimum, three business days written notice is required to allow the Township time to re-issue Facility Rental Agreements prior to use of the facilities.

11. Designation of Facilities

11.1 Passive Outdoor Use

Loyalist Township reserves the right to designate passive community use of outdoor facilities including parks, playgrounds, trails, and courts, as required in a fair and equitable manner. The facilities are available to the public for casual and unorganized recreational play and provide a basic level of service.

11.2 Lease Agreements

Loyalist Township reserves the right to negotiate a lease agreement with an organization for designated use of a facility during specified periods, when the agreement is deemed to entail more details than a Facility Rental Agreement. The terms of a lease agreement may contain the Township's standard conditions of use for facilities but may also contain additional terms as agreed upon by the Township and the lessee. Any fees related to a lease agreement will be negotiated and approved by Council.

12. Curfews

The Township reserves the right to curfew any games, including tournament games, to maintain the schedule submitted and will consider the cancellation of any or all permits if the user does not cooperate in the implementation of this directive. It is the responsibility of Permit Holder to inform the Township of any special requirements regarding curfews at the time the schedules are submitted. It is the responsibility of the Permit Holder to ensure all facility time required is booked prior to the rental.

13. Authority of the Township

The Township has the authority to cancel a Facility Rental Agreement or portion of an agreement under the following conditions:

- a) In the event a user is not utilizing the permitted facility ("no show") the



Department of Community & Customer Services will issue a formal written alert to the Permit Holder. Subsequent occurrences will result in progressive action and cancellation of the Facility Rental Agreement.

- b) Subletting of any facility without Township involvement is strictly forbidden. The Department of Community & Customer Services will issue a formal written alert to the permit holder requesting that the practice be stopped immediately, and excess times be given back to the Township. A second incident will result in the cancellation of the Facility Rental Agreement. See section 5 for more information.
- c) A mechanical failure, weather conditions or emergencies. Building closures are noted on the Township website at: www.loyalist.ca
- d) A breach of regulations, including but not limited to the Facility Rental Agreement; Municipal Alcohol Policy; Noise Control By-law, Parks By-law, Special Events By-law, Special Events Permit, any other applicable policy and/or By-law, and all rules posted at the facility.
- e) For field users that proceed to use a field after receiving communication of a field closure due to inclement weather or unsafe field conditions.
 - a. The Department of Community & Customer Services will issue a formal written alert to the permit holder.
 - b. Subsequent occurrences will result in the cancellation of the Facility Rental Agreement.
- f) If the permit holder is not in good standing with the Township including but not limited to financial, outstanding information, the falsification of information, adherence to all policies and procedures, etc.
- g) An outstanding account balance unless prior arrangements have been made with the Community & Customer Services Department.
- h) Any situation that may arise that the Township deems to be a breach of policy.

Discretion of the Director of Community & Customer Services can be used, relying on other approved policies or demonstration of a substantiated special circumstance.

The Township reserves the right to allocate facility time to ensure that the facilities are utilized to their maximum.

14. Conditions of Use

All Facility Rental Agreements note the conditions of use at the bottom of the agreement. Conditions may be added, deleted, or modified as required. Permit Holders are responsible for ensuring compliance to all conditions.

15. Non-compliance



Users who fail to comply with this policy or any other Township policy/procedure risk their Facility Rental Agreement being cancelled and lose the ability to request facility time for a period of up to one year. After one year, the user may re-apply.