

The Corporation of the Township of North Frontenac

By-law # 2026-56

Being a By-law to Establish a Policy for the Terms, Conditions, Responsibilities and Requirements for the Rental and Use of the Plevna Multi-Use Recreation Facility

Whereas the Council of the Corporation of the Township of North Frontenac deems it expedient to enact a By-law to establish a policy applying to all individuals, businesses, and organizations which establishes the terms, conditions, responsibilities and requirements for the rental and use of the Plevna Multi-Use Facility;

Now Therefore the Council for the Corporation of the Township of North Frontenac enacts as follows:

That the Plevna Multi-Use Facility Rental Agreement consisting of the attached Schedule "A" being the Plevna Multi-Use Facility Rental Agreement By-law and Schedule "B" being the Plevna Multi-Use Recreation Facility Rentals application is hereby adopted;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law are hereby repealed;

And That this By-Law shall come into force and take effect on the date of its passing.

Read a first and second time **October 23, 2026**.

Read a third time and finally passed this **October 23, 2026**.

Gerry Lichty, Mayor

Tara Mieske, Clerk

Schedule 'A' to By-law #2026-56

1. Title

1.1 This By-law may be cited as the “**Plevna Multi-Use Recreation Facility Rental Agreement By-law.**”

2. Definitions

For the purposes of this By-law:

Applicant - A person, organization, group, business, association or corporation applying to rent the Facility.

Booking - A confirmed reservation for use of all or part of the Facility.

Council - The Council of The Corporation of the Township of North Frontenac.

Designated Staff - The Chief Administrative Officer, Manager of Community Development, Recreation staff, or any person authorized by the Township to administer Facility rentals.

Facility - The Plevna Multi-Use Recreation Facility, including the arena or ice surface, dry-floor area, hall or event space, meeting rooms, kitchen, washrooms, lobby, parking area and other related spaces or amenities identified in the Rental Agreement.

Licensee - The Applicant whose rental application has been approved and who has entered into a Rental Agreement with the Township.

Rental Agreement - The agreement, including all schedules, terms, conditions, permits and approved amendments, between the Township and the Licensee for use of the Facility.

Special Event - A wedding, reception, craft show, trade show, tournament, fundraiser, concert, community event, dance, banquet or other non-routine activity requiring additional planning, permits, equipment, staffing, security or approvals.

Township - The Corporation of the Township of North Frontenac.

3. Application and Approval

3.1 All rentals of the Facility shall be subject to a completed Rental Agreement approved by Designated Staff.

3.2 The Township may require an Applicant to submit a rental application, event plan, floor plan, proof of insurance, payment, deposit, liquor documentation, food-service documentation, safety plan or any other information reasonably necessary to assess the proposed use.

3.3 A Booking is not confirmed until:

- a. the Rental Agreement has been signed by the Licensee and accepted by the Township;
- b. required deposits and rental fees have been paid or payment arrangements approved by the Township;
- c. required insurance documentation has been provided and accepted; and
- d. all applicable permits, licences and approvals have been obtained.

3.4 The Township may refuse, cancel or impose conditions on a Booking where the proposed use:

- a. may create a risk to public safety, persons or property;
- b. is inconsistent with the intended use, capacity or operational requirements of the Facility;
- c. conflicts with another Township program, public purpose or emergency need;
- d. may contravene municipal, provincial or federal law;
- e. may reasonably be expected to cause damage, nuisance, excessive noise, disruption or unsafe conditions; or
- f. is not in the best interests of the Township.

3.5 The Township reserves the right to assign, reassign, cancel or modify bookings where required for special events, municipal operations, emergency purposes, maintenance, repairs, capital works, elections, public health requirements or other circumstances beyond the Township's control.

4. Permitted Uses

4.1 The Facility may be rented for approved recreational, sport, cultural, social, business and community uses, including but not limited to:

- a. ice sports, including hockey, figure skating, public skating, shinny, broomball and curling-related activities where facilities permit;
- b. dry-floor sports and recreation, including pickleball, ball hockey, lacrosse, fitness activities, indoor walking, youth programming and other approved activities;
- c. tournaments, leagues, training sessions, camps and clinics;
- d. weddings, wedding receptions, anniversaries, celebrations of life, family gatherings and banquets;
- e. meetings, workshops, conferences and training sessions;
- f. craft shows, vendor markets, trade shows and exhibits;
- g. fundraisers, community dinners, dances, concerts and cultural events; and
- h. other uses approved in writing by Designated Staff.

4.2 The use of the Facility shall be limited to the areas, dates, times, equipment and activities identified in the Rental Agreement.

4.3 The Licensee shall not sublet, assign, transfer or permit another person or organization to use the Facility under its Booking without prior written approval from the Township.

4.4 The Township may establish or amend schedules of rental fees, deposits, staffing charges, equipment charges and other applicable rates from time to time.

5. Priority of Use

5.1 The Township may establish booking priorities for Facility use, including priority for:

- a. Township programs and services;
- b. emergency or public-safety needs;
- c. community organizations serving Township residents;
- d. recurring sport organizations, leagues and user groups in good standing;
- e. community events, tournaments and economic-development activities;
- f. resident private rentals; and
- g. non-resident or commercial rentals.

5.2 Priority status does not guarantee a Booking or renewal of a previous Booking.

5.3 The Township may require annual, seasonal or recurring user groups to enter into a separate use agreement.

6. Fees, Deposits and Payment

6.1 The Licensee shall pay all applicable rental fees, taxes, staffing costs, equipment charges, cleaning fees, damage deposits and other charges set out in the Rental Agreement or the Township's approved fees and charges schedule.

6.2 The Township may require a refundable damage deposit before the Booking is confirmed.

6.3 The Township may apply all or part of a damage deposit toward:

- a. repair or replacement of damaged Township property;
- b. extraordinary cleaning or waste removal;
- c. additional staffing, security, supervision or overtime;
- d. unpaid rental fees or other charges;
- e. costs arising from non-compliance with the Rental Agreement; or
- f. any other cost reasonably incurred by the Township as a result of the Licensee's use of the Facility.

6.4 Any outstanding balance beyond the damage deposit shall be paid by the Licensee within thirty (30) days of the date of invoice, unless otherwise specified by the Township.

6.5 Failure to pay outstanding amounts may result in cancellation of future bookings, refusal of future applications and collection action by the Township.

7. Cancellations and Changes

7.1 A request to cancel or amend a Booking shall be submitted to the Township in writing.

7.2 Refunds, credits and cancellation charges shall be administered in accordance with the Township's approved fees and charges schedule or the terms of the Rental Agreement.

7.3 The Township may retain all or part of a deposit where cancellation occurs after the date specified in the Rental Agreement or where the Township is unable to re-rent the reserved space.

7.4 The Township may cancel a Booking without liability where use of the Facility is not possible due to weather, power failure, mechanical failure, emergency, public health direction, maintenance, repair, natural disaster, labour disruption or any other circumstance beyond the Township's reasonable control.

7.5 Where the Township cancels a Booking under subsection 7.4, the Township may, at its discretion, offer a credit, alternate date or refund of rental fees paid, excluding expenses already incurred specifically for the Licensee's event.

8. Insurance and Indemnification

8.1 The Licensee shall maintain commercial general liability insurance in an amount satisfactory to the Township and, unless otherwise approved in writing, not less than **Two Million Dollars (\$2,000,000)** per occurrence for all events that include alcohol.

8.2 The Township may require higher insurance limits based on the nature, size, risk profile or attendance of the Booking.

8.3 The Licensee shall provide a certificate of insurance naming **The Corporation of the Township of North Frontenac** as an additional insured, in a form acceptable to the Township for all events that include alcohol.

8.4 The Licensee shall indemnify and save harmless the Township, its Council members, officers, employees, volunteers, agents and contractors from and against all claims, demands, actions, causes of action, losses, damages, costs and expenses arising from or connected with the Licensee's use of the Facility, except to the extent caused by the negligence or wilful misconduct of the Township.

8.5 The Licensee is responsible for the acts and omissions of its guests, participants, employees, volunteers, contractors, vendors, spectators and invitees.

9. General Conditions of Use

9.1 The Licensee shall comply with all applicable federal, provincial and municipal laws, regulations, by-laws, policies, orders, licences, permits and Township directions.

9.2 The Licensee shall ensure that the Facility is used safely, respectfully and only for the approved purpose.

9.3 The Licensee shall not exceed the maximum occupancy approved by the Township, Fire Chief, Building Department or other authority having jurisdiction.

9.4 The Licensee shall keep exits, aisles, corridors, fire routes, access routes, fire extinguishers, emergency equipment and accessible entrances clear at all times.

9.5 The Licensee shall not alter, damage, deface, remove or interfere with Township property, equipment, fixtures, signage or building systems.

9.6 The Licensee shall not use nails, screws, staples, tape that damages surfaces, adhesives, confetti, glitter, rice, fireworks, open flames, fog machines, pyrotechnics, propane appliances, inflatables, temporary structures or other items without prior written approval from the Township and any required permit or inspection.

9.7 Smoking and vaping are prohibited in the Facility and in any area where prohibited by law or Township policy.

9.8 The Licensee shall not bring hazardous materials, illegal substances, weapons or dangerous goods onto the Facility except where specifically authorized in writing and permitted by law.

9.9 The Licensee shall ensure that music, sound equipment and other amplified noise is maintained at a reasonable level and complies with applicable noise requirements.

9.10 The Township may enter the Facility at any time to inspect conditions, respond to an emergency, enforce the Rental Agreement or carry out municipal operations.

10. Sports and Recreation Use

10.1 For ice sports, the Licensee shall ensure that all participants use appropriate equipment and comply with applicable sport-association, league, insurance and safety requirements.

10.2 For hockey, ringette, figure skating, shinny, broomball and similar activities, the Licensee is responsible for providing adequate on-ice supervision and qualified officials, instructors or coaches where appropriate.

10.3 For pickleball, ball hockey, lacrosse, fitness activities and other dry-floor uses, the Licensee shall ensure that:

- a. equipment is appropriate for the surface and approved by the Township;
- b. nets, boards, tables, seating and other equipment are used and stored as directed;
- c. activities do not damage flooring, walls, arena boards, glass, equipment or other Facility property; and
- d. the space is restored to the condition in which it was received.

10.4 The Licensee shall not permit activities that could damage the ice surface, arena floor, protective flooring, boards, glass or other Facility infrastructure.

10.5 The Township may require protective flooring, additional staff, supervision or a site plan for dry-floor events held in arena or ice-pad areas.

11. Weddings, Events and Special Events

11.1 A Licensee holding a wedding, reception, craft show, market, banquet, concert, fundraiser, tournament or other Special Event may be required to provide:

- a. an event schedule and set-up/tear-down plan;
- b. a floor plan showing tables, seating, vendor booths, displays, exits and equipment;
- c. a list of vendors, caterers, contractors and service providers;
- d. proof of insurance from the Licensee and, where required, vendors;
- e. an emergency and evacuation plan;
- f. a security plan;
- g. a liquor-service plan and documentation;
- h. a food-service plan and any required public health approvals;
- i. additional staffing or facility supervision; and
- j. any other information reasonably required by the Township.

11.2 The Licensee shall ensure that all vendors, caterers, contractors and exhibitors comply with applicable legislation, health requirements, fire safety requirements, insurance requirements and Township directions.

11.3 The Township may require electrical, fire, building or other approvals before temporary equipment, displays, booths, cooking equipment, stages, decorations or other installations are permitted.

11.4 The Licensee shall be responsible for the timely removal of all decorations, displays, rental equipment, vendor materials, waste and personal property.

12. Alcohol Service

12.1 Alcohol may only be served, sold or consumed at the Facility where expressly authorized in writing by the Township and where the Licensee has obtained all required

approvals, including an appropriate Special Occasion Permit or other authorization issued by the Alcohol and Gaming Commission of Ontario, where applicable.

12.2 The Licensee shall provide the Township with a copy of all required liquor documentation before the event.

12.3 The Licensee shall comply with all applicable requirements of the *Liquor Licence and Control Act, 2019*, its regulations, and any Township alcohol policy.

12.4 The Township may require the Licensee to provide trained bartenders, Smart Serve-certified staff, licensed security personnel, ticketing controls, age-verification procedures, a designated-driver plan and other reasonable risk-management measures.

12.5 Alcohol service shall end at the time specified in the Rental Agreement or as otherwise directed by the Township.

12.6 The Township or its authorized representative may require alcohol service to stop immediately where unsafe, unlawful or inappropriate conduct occurs.

13. Set-Up, Clean-Up and Return of Facility

13.1 The Licensee shall complete set-up, event activities, clean-up and removal of all materials within the booked rental time.

13.2 The Licensee shall leave the Facility in a clean, safe and orderly condition.

13.3 At the conclusion of the Booking, the Licensee shall:

- a. remove all personal property, decorations, equipment and waste;
- b. return tables, chairs, sports equipment and other Township property to the designated location;
- c. ensure that all lights, appliances, doors and equipment are secured as directed;
- d. report damage, hazards, spills, accidents or incidents to Township staff immediately; and
- e. comply with all check-out procedures provided by the Township.

13.4 The Township may charge the Licensee for extraordinary cleaning, waste disposal, repairs, replacement or staff time resulting from the Booking.

14. Township Authority and Enforcement

14.1 Designated Staff may issue instructions, impose reasonable conditions, suspend activities, refuse entry, require removal of persons or property, or terminate a Booking where necessary to protect public safety, Township property or the orderly operation of the Facility.

14.2 The Township may terminate a Rental Agreement immediately where the Licensee:

- a. provides false or misleading information;
- b. fails to pay required fees or deposits;
- c. fails to provide required insurance or permits;
- d. breaches a term of the Rental Agreement or this By-law;
- e. permits illegal, unsafe, disruptive or inappropriate conduct;
- f. causes or permits damage to the Facility; or
- g. fails to follow a lawful direction of Township staff, emergency personnel or another authority having jurisdiction.

14.3 Termination of a Booking does not relieve the Licensee of responsibility for fees, damages, expenses or liabilities arising from the Booking.

14.4 The Township's decision respecting Facility use, rental conditions, cancellation or enforcement shall be final, subject to any applicable Township policy or Council direction.

15. Severability

15.1 If any section, subsection, clause or provision of this By-law is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the By-law shall continue in full force and effect.

16. Repeal and Effective Date

16.1 This By-law shall come into force and effect on the date it is finally passed.

Schedule 'B' to By-law #2026-56

Plevna Multi-Use Recreation Facility Rentals

Between the Township of North Frontenac and the Applicant(s)

Purpose of Rental		Number of people expected	
Section 2 - Applicant Information			
Applicant Name			
Contact Name			
Address			
Phone number			
E-mail Address			
Section 3 - Does your event have food?			
<p style="text-align: center;">☐ Yes ☐ No (If no, proceed to Section 4) (Note: copy of Food Handlers Certificate must be provided prior to the event)</p>			
Name of Person with Food Handlers Certificate			
Section 4 - Does your event have liquor?			
<p style="text-align: center;">☐ Yes ☐ No (If no, proceed to Section 5) (Note: copy of Special Occasion Permit and Insurance must be provided prior to the event)</p>			
Name of Insurance Company			
Policy #		Phone Number	
Section 5 — Is this a large Public Event? (i.e. fair/festival, etc.)			
<p style="text-align: center;">☐ Yes ☐ No (If no, proceed to Section 6) (Note: if YES, provide a copy of Special Event Application approval from Public Health)</p>			
Section 6 - Fees			
Rental Fee		Security Deposit	

I/We have read and understand the rules and regulations attached as Schedule 'A' to By-law #2026-56 of the Township of North Frontenac pertaining to the rental of the Plevna Multi-Use Recreation Facility, and I/we agree to abide by them. I/we further agree to exercise the utmost care in the use of the facilities and to reimburse the cost of repairing any damage arising from our occupancy.

Signature

Print Name

Date

Manager of Community Dev.

Print Name

Date

FOR OFFICE USE ONLY			
Rental Fee		Security Deposit	
Total Paid		Receipt #	