

MUNICIPALITY OF
**EASTERN
CHARLOTTE**

**POLICY 05-2023
EXTERNAL USE OF
MUNICIPAL BUILDINGS & SPACES**

POLICY STATEMENT

This policy is to direct employees and elected officials in matters pertaining to the external (non-government) use of municipal buildings and spaces.

This policy will also act to establish clear guidelines on the uses of municipal-owned buildings, including but not limited to: Eastern Charlotte Municipal Building, Blacks Harbour Public Works building, Magaguadavic Place Community Center, Patrick Connors Recreational Complex, Back Bay Fire Station, Blacks Harbour Fire Station, Second Falls Fire Station, Pennfield Fire Station, and Canal Beach Canteen.

MUNICIPAL BUILDINGS

- 1) All municipal buildings are to be used primarily for municipal purposes.
 - a) The Eastern Charlotte Municipal Building is located at 1 School Street, St. George.
 - i) Municipal Office staff offices are used for the day-to-day functions of the local government during normal business hours. These rooms have limited access to the public. Washrooms on the first floor are open to the public during business hours.
 - ii) The Municipal Building conference room is available to municipal staff during business hours, and to members and/or committees of Council by appointment during and after business hours.
 - iii) The St. George Public Library is located on the second floor and is open to the public during hours designated by the Library's directors, subject to business hours.
 - iv) The St. George Public Works garage is closed to the public.
 - v) The St. George Fire Station is utilized by Eastern Charlotte Fire Rescue (ECFR) and is closed to the public.
 - (1) The Fire Station consists of two bays, and two rooms accessible through the Station (the Office of the Fire Chief and the Radio Room).
 - (2) ECFR also has access to the second-floor staff common areas of the kitchen and washrooms.

- b) The Blacks Harbour Public Works buildings are located at 73 Wallace Cove Road, Blacks Harbour.
 - i) The Blacks Harbour Public Works Garage is closed to the public, with the exception of delivery and those persons meeting with municipal staff on municipal-related business, during business hours.
 - ii) The office of the Blacks Harbour Public Works Foreman is open to those persons meeting with municipal staff on municipal-related business, during business hours.

- c) The Magaguadavic Place Community Center is located a 11 J.O. Spinney Drive, St. George.
 - i) The Community Center serves as the Council Chambers for Eastern Charlotte for meetings of Council, public hearings, and other local government functions.
 - ii) There are three (3) areas within the Community Center available for public rental use between the hours of 8:00 am and 10:00 pm:
 - (1) Main Hall
 - (2) Conference Room
 - (3) Lower-Level Room
 - iii) Rental use of the Community Center requires the authorization of municipal staff, a completed Rental Agreement Form, and the payment of applicable fees as described in Schedule A.
 - iv) The following areas are for common use:
 - (1) Primary entrance lobby
 - (2) Main floor washrooms
 - (3) Kitchen
 - v) The Kitchen has limited availability for private use, which requires the authorization of municipal staff.
 - vi) Handicap accessibility is limited to the entrance of the primary level.

- d) The Patrick Connors Recreational Complex (PCRC) is located at 12 Arena Street, Blacks Harbour.
 - i) There are six (6) areas within the PCRC available for public rental use between the hours of 8:00 am and 10:00 pm:
 - (1) Arena Surface
 - (2) Arena Observation Lounge
 - (3) Gymnasium
 - (4) Gymnasium Observation Lounge
 - (5) Upper-Level Room
 - (6) Kitchen
 - ii) Rental use of the PCRC requires the authorization of municipal staff, a completed Rental Agreement Form, and the payment of applicable fees as described in Schedule B.
 - iii) A Canteen is located on the main floor in the Arena Surface area. Operation of the Canteen requires a License of Occupation
 - iv) Handicap accessibility is limited to the entrance of the primary level.

- e) The Back Bay Fire Station is located at 857 Route 172, Back Bay. Its primary use is a station for the Eastern Charlotte Fire Rescue (ECFR) and is closed to the public.
 - f) The Blacks Harbour Fire Station is located at 71 Wallace Cove Road, Blacks Harbour.
 - i) The primary use is a station for the Eastern Charlotte Fire Rescue (ECFR) and is closed to the public.
 - ii) A meeting room is located on the second-floor, with limited availability and is not handicap accessible.
 - g) The Second Falls Fire Hall is located at 1282 Route 770, Second Falls.
 - i) The Second Falls Fire Station is divided into two (2) sections:
 - (1) The Second Falls Fire Station is utilized by Eastern Charlotte Fire Rescue (ECFR) and is closed to the public.
 - (2) The Second Falls Community Room is available for public rental use between the hours of 8:00 am and 10:00 pm.
 - ii) Rental use of the Community Room requires the authorization of municipal staff, a completed Rental Agreement Form, and the payment of applicable fees as described in Schedule C.
 - iii) Handicap accessibility is limited.
 - h) The Pennfield Fire Station is located at 364 Route 175, Pennfield.
 - i) The following areas are utilized by Eastern Charlotte Fire Rescue (ECFR) and are closed to the public.
 - (1) Two (2) truck bays
 - (2) First level lounge
 - (3) First level training room
 - (4) First level men's and women's washrooms
 - (5) Hallway access thereto
 - ii) Portions of the ECFR areas may be used by federal, provincial, regional, county, municipal, quasi-municipal, emergency, and municipal-affiliated organizations with prior approval of the Fire Chief and Chief Administrative Officer.
 - iii) When portions of the ECFR areas under paragraph (ii) are Licensed by an organization the common areas will be designated in a License of Occupation.
 - iv) The Community Room on the second level, including a kitchen and washrooms, is available for public rental use between the hours of 8:00 am and 10:00 pm.
 - v) Rentals of the Community Room require the authorization of municipal staff, a completed Rental Agreement Form, and the payment of applicable fees as described in Schedule C.
 - vi) Handicap accessibility is limited. The Community Room is not handicap accessible.
- 2) Hours of operation within Municipal buildings may be extended by a License of Occupation when licensed to federal, provincial, regional, county, municipal, quasi-municipal, emergency, and municipal-affiliated organizations (i.e. Ambulance New Brunswick, Charlotte County Ground Search and Rescue, etc.).

- 3) The municipality maintains and makes available buildings located on private land through various land partnership agreements.
 - a) The Canal Beach Canteen is located at 190 Maxwell Road, Utopia.
 - i) The Canteen is a seasonal operation, opening on the first Saturday of June and closing on the third Monday of September.
 - ii) Operation of the Canteen requires a License of Occupation.
- 4) Municipal buildings, in whole or in part, are not to be used as a private residence.

SHORT-TERM RENTALS

- 5) Any short-term use/rental which is not a municipal-sponsored event must have a completed Booking Form in accordance with the Rental Agreement, provided in Schedule D.
 - a) An individual or group agrees to the terms of the Rental Agreement upon submission of a completed Booking Form.
 - b) The Booking Form must always include the following:
 - i) Name and contact information for group/individual renting.
 - ii) If the organization is a non-profit organization, a Charity Registration Number, otherwise the regular private rate will apply.
 - iii) Purpose of Rental
 - iv) Rental details including date, time entering and leaving, recreation location and room (if applicable) requested, any additional services, and the rental fee.
 - v) Completed and signed liability waiver.
 - c) Prior to providing access to the Licensed Area, the Municipal Office must receive the completed and signed Booking Form, as well as all applicable fees.

LICENSE OF OCCUPATION

- 6) Any long-term use/rental must have a License of Occupation (LOO).
 - a) The LOO must always include the following:
 - i) The Name of the business/group and primary contact person, or the name of the individual licensing the area (the Operator).
 - ii) The term of the License, including the start and end dates.
 - iii) The proposed activity in the Licensed Area.
 - iv) A Schedule of site or premises rules specific to the Licensed Area.
 - v) A License fee schedule and any service(s) provided by the Operator in lieu of License fees.
 - vi) Identification of which Party is responsible for the payment of utility services.
 - b) The LOO must include the following items when applicable:
 - i) A listing of the rooms included Licensed Area and all common use areas within a shared facility.

- ii) A description or listing of facility equipment available to the Operator during use (i.e. tables, chairs, coffee pots, etc.)
- iii) Any unique provisions in accordance with safety regulations (i.e. keeping of small pets in a tank or cage).
- iv) Any unique prohibitions in accordance with safety regulations (i.e. overnight use).
- v) Any unique hazards applicable to the Licensed Area (i.e. a building located in a flood prone area).
- vi) When a Licensed Area is part of an emergency operations facility, a notice explaining in the case of an emergency EMO may activate the building, resulting in the cessation of all other operations in the facility.

7) The following provisions are standard for every long-term use of a municipal owned facility.

a) The Operator agrees to:

- i) Procure, at its own expense, all licenses and permits from municipal or provincial authorities which may be required to operate or conduct its proposed business, including health and safety certifications or permits.
- ii) Permit the Owner at any time to enter and inspect the Licensed Area.
- iii) Obey all fire safety regulations including following all posted capacity limitations, obeying all fire alarms to vacate the building, and keeping all fire lanes free of parked cars.
- iv) Prohibit smoking or vaping of any substances, use of illegal drugs, or consumption of alcoholic beverage.
- v) Carry a minimum of One Million Dollars (\$1,000,000) of General Liability Insurance. The insurance is to name both the Owner and the Operator as insured as their interest may appear and a copy of proof of insurance provided to the Owner.
- vi) Report any concerns or building deficiencies to the Chief Administrative Officer (CAO) in a timely manner.
- vii) Indemnify the Owner and the Owner's employees and agents from all claims, costs, and liabilities which may arise as a result of granting of the License.
- viii) Not assign or transfer this License.

b) The Owner agrees to:

- i) Remedy any building deficiencies in a timely manner, as reported to the Chief Administrative Officer (CAO) by the Operator.

8) Termination of License

a) The Owner may terminate the LOO in the event the Operator:

- i) Fails or refuses to comply with the rules of the Owner; or,
- ii) Permits any conduct or act which in the opinion of the Owner is improper, or renders it inadvisable that the Operator would be allowed to continue carrying on business under this License; or
- iii) Fails to comply with the terms and conditions in the License.

- b) In such cases, the Owner may take possession of the Licensed Area and at the cost of the Operator remove all the Operator's property therefrom and the Owner shall not be liable in damages or otherwise by reason thereof.
- c) Notwithstanding such termination or removal, the Operator shall pay in full any license fees due.

POLICY DETAILS & AUTHORITY

External Use of Municipal Buildings & Spaces Policy (05-2023)

Adopted by Resolution of Council on December 28, 2023.

Schedule A

MAGAGUADAVIC PLACE COMMUNITY CENTER RENTAL RATES

* All rates in Schedule A include applicable taxes.

Renters do not have access prior to their booked entry time, as well as complete general cleaning and exit no later than their booked exit time.

Half Day Rate (per block)	Full Day Rate
8:00 am to 12:00 pm 1:00 pm to 5:00 pm 6:00 pm to 10:00 pm	8:00 am to 10:00 pm

Regular Rates

		Per Hour Rate	Half-Day Rate	Full-Day Rate	Weekend
PRIVATE GROUP or BUSINESS MEETING	Main Room	/	\$120	\$220	\$450
	Conference Room	\$35	\$80	\$140	\$175
	Lower Level Room	/	\$45	\$85	\$125
NON-PROFIT GROUP or meeting	Main Room	/	\$100	\$200	\$400
	Conference Room	\$30	\$70	\$120	\$150
	Lower Level Room	/	\$40	\$80	\$100

Optional Add-ons

** Provide details of use on Agreement form*

	Flat Rate	Weekday Rate	Weekend Rate
Kitchen Fee (unless authorized by CAO)	/	\$150	\$200
Setup Fee (hall setup by Town; tables, chairs, etc.)	\$90	/	/
Sound Equipment Fee (sound, projector, screen)	\$50	/	/

Schedule B

PATRICK CONNORS RECREATIONAL COMPLEX RENTAL RATES

Arena Surface

Ice Rates (2023-2024 Season)

The following *Ice Rates* are charged hourly, unless noted otherwise.

Rate Type	Description / Example(s)	Rate	With Tax
Prime Time	<ul style="list-style-type: none"> Weekends Monday-Friday, 5pm – 11 pm 	\$185.00	\$212.75
Non-Prime Time	<ul style="list-style-type: none"> Monday-Friday, 1pm – 5pm 	\$145.00	\$166.75
Youth League	Example(s): Charlotte County Minor Hockey Assoc, High School teams	\$145.00	\$166.75
Industrial / Adult League	Example(s): The Original Six; Ancient Mariners	\$155.00	\$178.25
Private (Bubble) Skate	<ul style="list-style-type: none"> 30-minute block 	\$43.48	\$50.00

Dry Surface Rates

Rate Type	Description / Example(s)	Rate	With Tax
Team / League	<ul style="list-style-type: none"> Hourly Example: Lacrosse		\$ 35
Event	TBD	TBD	

Walking Track

Availability	Days: TBD Hours: TBD
Cost	TBD

Additional Spaces

The following time blocks apply to the rentals listed below:

Half Day Rate (per block)	Full Day Rate
8:00 am to 12:00 pm 1:00 pm to 5:00 pm 6:00 pm to 10:00 pm	8:00 am to 10:00 pm

PATRICK CONNORS RECREATIONAL COMPLEX, RENTAL RATES, Continued

Additional Spaces, Continued

The *Additional Spaces* rates include applicable taxes.

The following rates are available when the space is not part of a License of Occupation.

Rental Area	Half-Day Rate	Full-Day Rate
Arena Observation Lounge	\$100	\$150
Gymnasium	\$50	\$80
Gymnasium Observation Lounge (available late 2024)	\$50	\$80
Upper-Level Room	\$150	\$250
Kitchen	\$50	\$80

Schedule C

COMMUNITY ROOM RENTAL RATES

- 1) All rates in Schedule C apply to the following municipal buildings and spaces:
 - a) Pennfield Community Room
 - b) Second falls Community Room
- 2) All rates in Schedule C include applicable taxes.
- 3) Business rates include:
 - a) All types of business or government rentals, such as meetings, trainings, or parties.
 - b) Rentals by an individual or group where fees are received by the organization, either for admission or participation (i.e. table for a craft sale).
- 4) Non-Profit rates apply to:
 - a) Rentals by an individual or non-profit group for celebrations, parties, etc.
 - b) Non-profit organizations must provide a Charitable Organization Number on the Booking Form.

	Timeframe	Business Rate	Non-Profit Rate
Half Day Rate (per block)	8:00 am to 12:00 pm	\$ 100	\$40
	1:00 pm to 5:00 pm		
	6:00 pm to 10:00 pm		
Full Day Rate	8:00 am to 10:00 pm	\$ 140	\$ 80

MUNICIPALITY OF
**EASTERN
CHARLOTTE**

RECREATION RENTAL AGREEMENT
(Policy 05-2023, Schedule D)

The information contained in the Rental Agreement (“the Agreement”) applies to all rentals of recreational facilities within Eastern Charlotte (“the Municipality”).

All rental agreement pages must be completed and returned to the Municipal Office no later than the last business day prior to the rental.

For questions or concerns regarding the Agreement, please contact the Municipal Office, Monday through Friday, 8:30 am to 4:30 pm, excluding holidays, via telephone (506-755-4320) or email (info@easterncharlotte.ca).

Bookings

Individuals must be at least 19 years of age to rent the facility.

Bookings are made by contacting the Municipal Office and are available on a first come first serve basis. Inquiries can be made by phone (506-755-4320) or email (info@easterncharlotte.ca).

All rental costs are to be paid prior to obtaining keys for the event.

Keys are to be picked up Monday to Friday between 8:30 a.m. and 4:30 p.m. Failure to do so will result in loss of Centre use and no refunds will be issued. A replacement fee of \$20 cash will be charge for keys not returned within fourteen (14) days.

In order to cancel a booking and obtain a refund of monies paid, notice must be given to the Municipal Office at least seven (7) days before the rental date. Otherwise, the rental fee will be forfeited.

Exception: cancellations due to weather

The Municipality reserves the right to cancel an event, up to and including the day of the event, or at any time during an event, if the event organizer has contravened the Agreement or there is a threat to public safety.

Event organizers should not advertise the event or make financial commitments prior to obtaining approval for the event.

Terms of Use

All activities are to be confined to the area specified in the Agreement.

Access to the rental space is restricted to the entrance and exit times designated in the Agreement, unless additional arrangements are made with the Municipal Office.

All late evening rental activities are to be completed, building restored to order and the premises vacated by 10 p.m.

Decorations or signs are to be attached by removable tape only, i.e., white only sticky tack, UHU Brand or 3M Command adhesive. Tacks, nails, screws or staples are NOT allowed in walls or on tables or chairs.

No foreign substances are to be placed on the floor, e.g., powdered wax, sand, cornstarch, etc., or any other substance used for dancing. "Smoke" or "fog" machines are NOT permitted on the premises.

Events must not compromise the safety of participants or the public. Accordingly, event organizers are responsible for the security and safety at the site and for ensuring there is sufficient personnel available to maintain a safe environment.

The rental group shall, during the term of the rental, ensure all the fire exits of the said premises are kept open and free from obstruction.

The event organizer is responsible for participant conduct.

The following substances and/or items are PROHIBITED on the premises and/or in the Facility: Cannabis products, alcohol, smoking or vaping items. Smoking and/or vaping of any kind is not permitted within 10 meters of any Municipality-owned facility.

The rental group shall be entitled to have free use of all parking facilities connecting the said premises in common with others lawfully entitled thereto, including patrons of the facility.

Responsibilities

The Renter is responsible for their own clean-up of the Facility.

- Clean-up must be completed within your designated rental time.
- Upon completion of activities, any equipment or supplies used are to be cleaned and returned to their proper places, sinks cleaned, tables cleaned off, tables and chairs stacked in the proper locations, floors swept, spills and messes to be wiped up off all surfaces including floors.
- If available at the Facility, all dishes, cutlery and glassware are to be cleaned and put away.
- Garbage bins are to be emptied, garbage bags are to be tied, and all garbage put in the dumpster at the side of the building.
- **If the Renter fails to complete any of the post-event cleanup items set out above, or does not perform a proper cleanup, cost to do so will be charged at the rate of \$25.00 per hour.**

The Renter is responsible for setting up and taking down of table and chairs and afterwards ensuring they are placed on the carts and stored in the proper storage rooms, or you can remit the fee for this service. The Setup/Teardown fee must be paid with the rental fee and designated upon the Agreement.

If the heat and/or air-conditioning controls are adjusted during use, please note and return to pre-rental levels at the end of use.

Before exiting the Facility, washrooms should be checked to ensure water is not left running, lights are turned off, and all persons have exited.

When finished with activities and cleanup, turn off lights in rental area and in washrooms. Close all windows and ensure the rental premises are secure on departure

If personal and/or outside equipment is brought into the facility it is to be removed immediately following the event. For exceptions, make arrangements with the Municipal Office. The Municipality is not responsible for the safety of any items left beyond the exit time designated in the Agreement.

Liability

The Renter must complete and sign the Liability & Damage Waiver page.

The Renter will be billed for any repair or replacement required by damage to the building, site, or equipment owned by the Municipality.

Any outside entertainment brought in to the Facility must provide proof of liability insurance, and a copy filed with the Agreement.

The Renter will not allow anything to be done or permit anything to be carried on upon the said premises which is illegal and may cause any increased premium for fire insurance on the said premises, or which may make void or voidable any policy or insurance. In such event the rental group shall thereupon pay to the Municipality, on demand as additional rent, an amount equivalent to the difference between the current premium and the increased premium.

Emergency & Additional Assistance

Event organizers must designate and provide the name and contact information of an on-site individual who has the authority to intervene with and/or stop the event, if necessary, at any time during the event.

If an audible alarm sounds, all event participants must evacuate the building immediately.

In the case of a Fire, Police, or Medical Emergency, please call 9-1-1. Then contact the Municipal Office (during business hours) or the Chief Administrative Officer (CAO).

Should any issue arise during the rental period, the renter should contact the Municipal Office (during business hours), or the CAO. Please do not contact a member of Public Works or a member of Council directly unless otherwise advised by administrative staff. Contact numbers are posted on the bulletin board.

In the case of an operational issue that is not critical to the Rental (light bulbs need replacing, running toilets, etc.), please notify the Municipal Office when returning the keys.

MUNICIPALITY OF
**EASTERN
 CHARLOTTE**

BOOKING FORM

Please read the full Recreation Rental Agreement before completing this request.

CONTACT DETAILS

Business, Organization or Group _____

Charitable Organization/Non-Profit # (if applicable) _____

First Name _____ Last Name _____

Telephone _____ Email _____

Mailing Address _____

City _____ Postal Code _____ Province _____

RENTAL DETAILS

Purpose of Rental _____

Date Requested _____ ** If applicable, provide a full schedule on a separate page*

Time Entering _____ Time Leaving _____ Expected Attendance _____

Patrick Connors Recreational Complex

Activity Area Requested & Fee

- Arena Surface _____
- Arena Observation Lounge _____
- Multipurpose Gymnasium _____
- Gymnasium Observation Lounge _____
- Upper-Level Room (full length) _____
- Kitchen (only) _____

Other Recreation Areas

Recreation Area Requested & Fee

- Second Falls Community Room _____
- Pennfield Community Room _____
- Blacks Harbour Baseball Field _____
- Veteran's Field (St. George) _____
- Magaguadavic Basketball Court _____
- St. George Tennis/Pickleball Court _____

Magaguadavic Place Community Center

Room Requested & Fee

- Main Hall _____
- Conference Room _____
- Lower-Level Room _____

Rental Add-Ons

Setup / Tear Down **+\$90** Yes No

Kitchen **+\$150** Yes No

- Gas Oven Gas Griddle

Audio/Visual Equipment **+\$50** Yes No

- Speaker(s) Microphone
- Screen Projector

Total Cost of Rental

