

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW 24-2024

BEING A BYLAW TO ESTABLISH A BASEBALL DIAMOND USER GROUP AGREEMENT FOR THE VILLAGE OF MERRICKVILLE-WOLFORD BASEBALL DIAMONDS

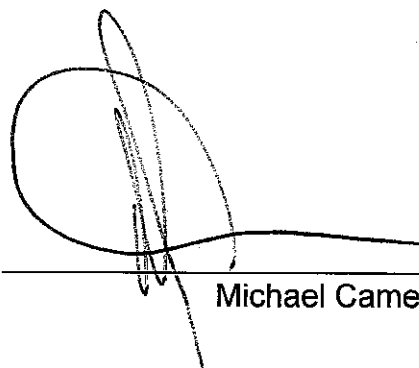
WHEREAS Section 391 of the *Municipal Act*, 2001, S. O. 2001, c. 25, as amended, authorizes a municipality to impose fees or charges on persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality's property; and

AND WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford deems it expedient and in the public interest to adopt a Baseball Diamond User Group Agreement pertaining to the rental and cancellation of field bookings at the Merrickville-Wolford Baseball Diamonds;

NOW THEREFORE the Council of the Corporation of the Village of Merrickville-Wolford enacts as follows:

- 1.1 THAT the attached Schedule "A" is hereby adopted.
- 1.2 THAT Schedule "A" hereto shall be made part of this By-law as fully recited herein.
- 1.3 THAT this By-law shall supersede any and all By-laws and/or policies deemed to be inconsistent.
- 1.4 THAT The CAO, Public Works Manager, Treasurer, and Clerk are hereby delegated authority to execute the attached user agreement on behalf of the Village.
- 1.5 THAT this by-law shall come into force and take effect upon the final passing thereof.

Read a first, second and third time and passed on the 13th day of May 2024.



Michael Cameron, Mayor



Julia McCaugherty-Jansman, Clerk

CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD
SCHEDULE "A" TO BY-LAW NO. 24- 2024

Ball Diamond Rental Agreement

BETWEEN: The Corporation of the Village of
Merrickville-Wolford (Hereinafter referred to
as "the Village")
OF THE FIRST PART

AND: *User Group*
OF THE SECOND PART

Both Parties agree to the following terms:

1. This agreement is to cover all pre-season try-outs, exhibition games, practices, camps, regular games, and tournaments for the season.
2. Booking requests are to be submitted in writing during regular business hours or emailed to reception@merrickville-wolford.ca. They will be granted on a first come first served basis.
3. The terms of payment for all charges are to be as follows:
A deposit to confirm the booking will be required and be deducted from the final invoice. The invoice is due at the end of the baseball season each year. The invoice must be paid in full or no future agreements will be considered going forward.
4. The Public Works Manager or designated Municipal Staff must be informed of all schedule changes, user groups will be charged for cancellations made 7 days after the rental date (excludes rain outs).
5. Booking confirmations will be sent out in writing by the Public Works Department no later than May 1st. Earlier confirmations will be sent out as required.
6. All user groups will be given a key to the building (*deposit of \$50.00 is required*) at the beginning of each season. The key must be returned at the end of each season prior to the return of the deposit.
7. The User group does not have the right to sublease diamond time unless given written authorization from the Public Works Department.

8. Rates as per By-law 24-2024 (as amended annually based on COLA):

Village of Merrickville-Wolford 2025 Baseball Diamond Rates	
Adult (lights 7:00pm-11:00pm) - Hourly	$\$25.00 + \$3.25 = \$28.25$
Youth (lights 7:00pm-11:00pm) - Hourly	$\$20.00 + \$2.60 = \$22.60$
Adult (no-lights) - Hourly	$\$18.00 + \$2.34 = \$20.34$
Youth (no-lights) - Hourly	$\$15.00 + \$1.95 = \$16.95$
Adult Tournament Rate	$\$200.00 + \$26.00 = \$226.00$
Youth Tournament Rate	$\$125.00 + 16.25 = \141.25

9. User groups will be responsible for any purposeful damage caused to the baseball fields by any player, coach, manager, trainer, or member of the Executive, to an equivalent standard / condition as existed prior to the damages, as agreed to by the Public Works Department.
10. All user groups are expected to have qualified first aid providers in attendance at every event.
11. Alcoholic beverages are NOT permitted in any sports field or park.
12. As of January 15th, 2015, it is illegal to smoke on and around children's playgrounds and publicly owned sports fields. By law, you cannot smoke or hold lighted tobacco in a place where it has been prohibited.
13. Municipal service vehicles or contract vehicles are the only vehicles permitted on sports fields/parks.
14. All field lights will be turned on as required and turned off at 11:00pm.
15. The Village reserves the right to cancel any and all bookings or field activities due to rain outs or for any other circumstances that has or may result in damage to the turf and playing field. User groups will be responsible for contacting the Public Works Manager or designated Municipal Staff if a booking needs to be cancelled due to weather (rain out). The user groups will not be charged for rain outs. Public Works contact information: publicworks@merrickville-wolford.ca.
16. User groups shall carry Comprehensive General Liability in the amount of not less than \$2,000,000 and shall add the Corporation of the Village of Merrickville-Wolford, the elected officials, agents, officers, and employees as Additional Insured with respect to the Agreement.
This insurance shall be non-contributing with and apply as primary and not as

excess of any insurance available and shall contain a waiver of subrogation in favour of The Corporation of the Village of Merrickville-Wolford.

User groups shall indemnify and hold the Corporation of the Village of Merrickville-Wolford; their elected officials, agents, officers and employees harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the Association, its agents, officers, employees or other persons for whom the Association, is legally responsible. User groups shall supply the designated Municipal Staff with a certificate of insurance evidencing coverage.

16. All terms and conditions of this agreement are binding from May 1, to September 30, I/We, the undersigned, have read the Agreement and understand the terms and conditions of this facility rental agreement. I/We also agree to abide by this agreement and take full responsibility for the rental and/or use of this facility. I/We and the organization I/We represent will indemnify and save harmless the Corporation of the Village of Merrickville-Wolford and its officers and/or employees from and against all claims, demands, loss, costs, damages, actions and suits or other proceedings by whomever made, sustained, brought or prosecuted in any manner, based upon, occasioned by, or attributable to any injury or damage arising or resulting from any act, omissions or due to circumstances beyond the control or myself/our organization, its officers, employees or agents in using the said premises.

User Group

Date

Municipal Authorization

Dat