



## City of North Battleford

Policy #R-02-001

### ARENA USAGE POLICY

<b>Authority:</b> City Council	<b>Resolution No.</b> 23/242
<b>Date Adopted:</b> September 11, 2023	<b>Effective Date:</b> September 11, 2023
<b>Department Responsible:</b> Parks & Recreation	<b>Review Date:</b> Q3 2024

#### 1.0 PURPOSE

To effectively regulate ice surfaces owned and operated by the City of North Battleford while ensuring appropriate asset management, and fairly allocating the use of City owned and operated ice surfaces among external users and groups.

#### 2.0 SCOPE

This policy applies to all requests made by users, user groups, organizations, and individuals for access to use ice surfaces owned and operated by the City.

#### 3.0 DEFINITIONS

**“Adult Recreational Hockey League”** means an organization whose participants and coaches are eighteen (18) years of age or higher as of December 31, of the current season.

**“Department”** means the City of North Battleford Parks and Recreation Department.

**“Facility”** means ice surfaces located at the Access Communications Centre and Don Ross Arena.

**“Ice Surfaces”** means the ice surfaces located at the Access Communications Centre and the Don Ross Arena.

**“Maintenance”** means:

- Regular upkeep of ice surfaces
- Scheduled and unscheduled repair or replacement of ice surfaces
- Any other task to enhance or adjust the quality of the ice surfaces

**“Minor Organization”** means an organization whose participants are eighteen (18) years of age or under as of December 31, of the current season. Coaches and instructors may be adults.



**“Municipal Programs”** means programs offered by the municipality including, but not limited to, recreational use and special events.

**“Special Event”** means an event where multiple participants are brought together to watch or participate, occurring for a limited or fixed duration that impacts the community.

**“User/User Group”** means any individual, organization, committee, event or other designation that has booked or rented the ice surface.

#### 4.0 POLICY

It is recognized that the City of North Battleford has a responsibility to provide ice surfaces to meet the diverse needs of the community. It is further recognized that these needs vary between organizations and that a system should be established to determine the best utilization of ice surfaces. Ice surface use should represent a balance of activities, which may change as trends and demands for other activities develop in the community. This policy will clearly define and communicate how ice surfaces will be used, managed, allocated and distributed.

The policy will serve as a guide for the allocation process conducted by the City, as well as serve as a guideline for rental groups. This policy will also serve as a binding schedule to the contract of the user of ice surface(s). The user or user group either under contract or as a standalone booking shall be charged with reading, understanding, and abiding by this City policy.

#### 5.0 GUIDELINES AND PROCEDURES

##### Ice Allocation

##### 5.1 Ice Seasons

###### a) **Access Communications Centre**

- Opening: No later than August 31<sup>st</sup>
- Closing: No later than Mid-May

###### b) **Don Ross Arena**

- Opening: No later than September 30<sup>th</sup>
- Closing: No later than April 30<sup>th</sup>

***\*\* Ice Seasons are dependent on ice rentals with Department approval. \*\****



## 5.2 Ice Allocation Timelines

- a) **May:** Central Booking will e-mail updated rates and dates of scheduled special events to returning ice users.
- b) **June – August:** Central Booking will distribute user group ice allocations for the upcoming season in the following order:
  - Preliminary Special Events allocation.
  - August/September ice allocation.
  - Regular season ice allocation.
- c) Ice allocations will be allotted based on the user group's previous year's usage.

## 5.3 Statutory Holidays:

- a) Arenas are closed on statutory holidays. Requests for statutory holiday ice must be in writing and will be reviewed on a case-by-case basis.
- b) Groups using statutory holiday ice will be charged the regular ice rate in addition to the standard staff overtime rates as per the current CUPE Collective Agreement, unless otherwise dictated by an existing lease agreement.
- c) Recognized Statutory Holidays:
  - i. New Years Day – January 1
  - ii. Family Day
  - iii. Good Friday
  - iv. Canada Day – July 1
  - v. Saskatchewan Day
  - vi. Labour Day
  - vii. National Day for Truth and Reconciliation – September 30
  - viii. Thanksgiving Day
  - ix. Remembrance Day – November 11
  - x. Christmas Day – December 25
  - xi. Boxing Day – December 26

## 5.4 Minimum Booking Length

- a) All ice bookings must be booked for a minimum of sixty (60) minute time slots, unless otherwise approved by the department.



## 6.0 PROGRAMMING PRIORITY

### 6.1 Ice Booking Priority

The following schedule of priorities shall be used to determine the allocation of ice:

1. Major attractions (i.e., Provincial/National events, Concerts)
2. Municipal Programming
3. Battlefords North Stars Hockey Club
4. Established tournaments and special events
5. Triple A and SPHL Organizations
6. Battlefords Minor Organizations
7. Skills Training
8. Adult Recreational Hockey Leagues
9. Youth Academies
10. Returning User Groups
11. New User Groups

## 7.0 RATES AND FEES

### 7.1 Approval

All rental rates and fees are set per the Department rates and fees approved annually by City Council.

### 7.2 Concession

The City retains the right to directly operate and contract the Concessions at City Arenas. Concession rights can be contracted to an external group with preference being a not-for-profit organization or registered sporting association.

## 8.0 SCHEDULING

- 8.1 All changes to schedules must be requested in writing to the Central Booking Office, with written confirmation from Central Booking being received prior to any changes taking place.
  - a) Rentals require a minimum of 7 days cancellation notice.
  - b) Short notice cancellations may be charged the full rental rate.



- c) If a booking can be replaced, a full refund will be provided. All refund requests will be subject to review by the Department.

## 8.2 User Group Cancellations

The user group cancelling ice time will not have priority over other groups to get the time slot back if they change their mind at a later date.

## 8.3 Subletting

Organizations are not allowed to sublet their scheduled time.

## 8.4 Department Cancellations

The Department may, at its sole discretion, schedule or reschedule the use of any rental in such a manner as to ensure safe, efficient use of the facility, to allow maintenance work to be performed, or to accommodate other circumstances as may be deemed necessary. If the Department cancels a rental, there shall be no rental charge. Every attempt for reasonable notice will be given to the user group upon cancellation or a rental by the Department.

## 8.5 Weather

Cancellations due to weather conditions will be reviewed by the Department and considered on a case-by-case basis.

# 9.0 PAYMENTS

## 9.1 Invoicing

- a) Regular user groups will be invoiced by the City; payment is due within thirty (30) days of the billing issue date.
- b) Failure to pay an invoice within 60 days will require the user group to prepay for all future bookings.
- c) Cheques can be made payable to the City of North Battleford.
- d) All other users must pre-pay their ice contract at the time of the booking.
- e) User groups will be sent an invoice and schedule of ice usage at the end of each month.



- f) If the account is not paid in full within thirty (30) days, The City of North Battleford will apply monthly interest on all outstanding accounts.
- g) If accounts are not paid within sixty (60) days, the City of North Battleford reserves the right to cancel future bookings until the account is paid.

## 9.2 Dispute of Charges

The User Group has the right to dispute charges within thirty (30) days of the invoicing date. Any disputes need to be made in writing to the Central Booking office.

## 10.0 SUPERVISION

All minor participants must have an adult on the ice and the adult supervisor must have knowledge of the activity that the participants are performing.

## 11.0 ICE RESURFACING

### 11.1 Procedures

- a) To ensure the City provides safe, quality, and cost-effective services, it is recognized that procedures are implemented which ensure regular ice maintenance resurfacing in all arenas.
- b) User groups must schedule appropriate ice resurfacing during their ice block to minimize damage to the ice, based on the activity and age of participants on the ice, and at minimum ice resurfacing shall occur after every two (2) hours of usage.

### 11.2 Access to Ice Surface during Ice Maintenance

At no time are any participants to be on the ice when ice resurfacing or maintenance occurs.

### 11.3 Flood Fee

- a) A user group will not be charged for a scheduled flood during practices and camps, provided it falls after a minimum 60 minute / 1 hour time slot.



## 12.0 DRESSING ROOMS

### 12.1 Allocation

- a) Dressing Rooms will be allocated by the arena staff, and available to the user groups 15 to 30 minutes prior to the booking and for 30 minutes after the booking.
- b) The Referee Room will be assigned to game officials for scheduled games. Gender neutral rooms are assigned as requested when available.

### 12.2 Cleanliness

Users are required to clean dressing rooms after use by picking up any garbage, tape, or other items off the floors so that they are ready for the next group.

## 13.0 USER RESPONSIBILITIES

### 13.1 Contract Details

- a) All recurring ice rentals shall require a signed rental agreement.
- b) All ice users will be charged rental fees as outlined in the City's annual Parks and Recreation Programs & Services Rates Document.

### 13.2 Breach of Contract

The City, upon the breach of a contract will attempt to call the renter in order to see if an amicable agreement can be arranged before terminating the contract and/or invoking legal action.

### 13.3 Alcohol

If alcohol will be served or sold, the User agrees to comply with all provincial liquor licensing requirements. The City reserves the right to prohibit the serving or sale of alcohol in the facility. The serving or sale of alcohol is further subject to the Rental Rules. No alcohol is allowed in the dressing rooms, in the player benches, or on the ice surface.

### 13.4 Smoking

Smoking, vaping, and e-cigarettes are prohibited in all City Facilities.



### 13.5 Security

- a) Users are required to provide adequate supervision and security for their patrons.
- b) When alcohol is being served, third party security guards must be present at the event.

### 13.6 Damages to Property or Equipment

It is the responsibility of each user group to ensure that appropriate supervision is provided for all participants and users under their program while utilizing these facilities. All vandalism, damages and/or extra cleaning required during or after use may result in the following:

- Removal or suspension from the facility
- Financial penalty for actual replacement and repair costs, plus an administration charge will be billed to the user
- Cancellation of current and future rental contracts
- Criminal charges as deemed necessary by the North Battleford RCMP

### 13.7 Arena Glass Damage

- a) It is the responsibility of each user group to ensure that proper play is conducted during practices. The cost of arena glass damage occurring during practices that requires replacement or repair will be borne by the user group.
- b) The cost of the glass and its installation will be invoiced to the user group by the City.

### 13.8 Accidents/Damage/Missing Items

Any accidents or damage to the Facility must be reported to the Central Booking Office following the event. The user will replace the missing/damaged item or pay the cost of its replacement.

### 13.9 Personal Property

The City is not responsible for any personal property belonging to the User or the User's guests and invitees.





### 13.10 Indemnification

The User shall defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgements, losses, costs or charges (including attorney fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Facility by the User or by the User's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the City or its officers, employees or agents.

### 13.11 Signage

- a) The Department will provide signage in each arena to reflect current safety practices, arena regulations, and Department contact information.
- b) No unauthorized signs, marketing, promotional materials, flags, banners, shall be posted on City property or attached to City facilities. The City reserves the right to remove items to be in violation.

### 13.12 Insurance

- a) Leagues registered with Sask Sport, or the Saskatchewan Prairie Hockey League must ensure that all players and coaches are insured by those Organizations.
- b) All players and coaches not registered with a provincial sporting organization is responsible for its own insurance coverage.
- c) All special events must provide proof of Commercial Liability Insurance in the amount recommended by the City's Insurance Company per occurrence to Central Booking prior to the event date.

### 13.13 Relationships

The User acknowledges and agrees to maintain excellent relationships with all other user groups, including other tournament organizers and clubs.

### 13.14 Code of Conduct

Coaches, managers, supervisory, or authorized personnel hosting an event are responsible for the conduct of all participants associated with their program.



### 13.15 Equipment Usage

Sticks, pucks, balls, etc. are to be utilized only on the ice surface. They are not to be used in any other location of the facility without permission from the Department.

### 13.16 In the Event of a Medical Emergency

- a) In the event of a medical or facility, the User will immediately suspend activity and take appropriate action.
- b) It is the responsibility of the user to provide first aid to participants and spectators of their activity.
- c) City employees may assist by way of calling 911 and providing a first aid kit and/or automated external defibrillator.

### 13.17 Parking

Parking and stopping is prohibited in any area designated as “No Parking” including City owned and operated outdoor sports surfaces or property other than parking lots. It is the responsibility of the user group to inform their participants, opponents, and spectators to park in designated parking lots and public parking areas.

### 13.18 Lottery

No user group shall operate a lottery without holding a valid permit. Lottery permits are issued by Saskatchewan Liquor and Gaming Authority (SLGA). As a measure of risk management, any user group that operates an illegal lottery shall be reported.

### 13.19 Sound System

- a) Usage of the City of North Battleford sound system is permitted by all user groups at no additional cost.
- b) Third-party (contracted) operation of the sound system is the responsibility of the user group. Contracts are not to include a fee for utilizing the City-owned sound system.

## 14.0 POLICY REVIEW

This policy will be reviewed and updated as required from time to time.