



Municipality of Crowsnest Pass Policy

Policy No.:	1200-04
Policy Title:	Financial Controls Policy – Parks and Recreation
Approval Date:	23-February-2015
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Department:	Community Services – Parks and Recreation Authority

1.0 Reason for Policy

- 1.1 To define Facility, Program, and other service charges, rates, and fee types, and to provide guidelines for the application and processing of rates and fees.
- 1.2 To ensure that Facility, Program, and other service charges, rates, and fees are prepared and applied in a fair, consistent, and effective manner.
- 1.3 To ensure that Program registration, Facility Booking, and other service cancellation and refund privileges are not abused.
- 1.4 To provide flexibility in addressing existing and emerging community needs.

This Policy sets out the Department of Community Services guidelines and processes for setting fees, invoicing, receiving payments, administering cancellations and refunds, and handling funds.

2.0 Definitions

“Adult Organization/Group” means an organization, club, or group that does not qualify as a Youth Organization/Group, and whose Booking activities are not of a Commercial nature or in support of a Commercial venture.

“Authority” means the Parks and Recreation Authority established by Municipal Bylaw.

“Booking” means an individual Facility time slot that is dedicated to a specific User. An example of a Booking is Minor Hockey on March 12, 2013 from 8:00am to 9:00am in the arena.

“Casual User” means a User that is not defined as a Regular User.

“Contact Person (or Alternate)” means the User’s primary account holder(s) or an alternate designated by the primary account holder(s). The Contact Person must be the adult(s) listed on the account.

“Commercial Rate” means a special rate that applies for a User of a Facility when the Booking activities are of a Commercial nature or in support of a Commercial venture.

“Day Rate” means a special rate that is offered for use of the designated Facility for a calendar day.

“Director” means the Director of the Municipality’s Community Services Department, or the employee(s) designated by the Director to implement this Policy.

“Facility” means those Community Services Department operated venues that are available for User Bookings or Spontaneous Use, including Facility equipment and grounds.

“Government” means any branch of the Provincial Government or the Federal Government of Canada.

“Ice Floods” may be scheduled as deemed necessary by the Director. Ice Flood times between Bookings shall not be charged to any Users. Flood times within a Booking (e.g. between periods, after warm-ups, etc.) will be billable at the applicable rates.

“Municipality” or “Municipal” means the corporation of the Municipality of Crowsnest Pass located in the Province of Alberta.

“Non-Prime Time Rate” means a special discounted rate for arena Rentals that occur outside of Prime Time Hours.

“Non-Resident Rate” means a special rate or surcharge that applies for the use of a designated Facility by a User who is determined by the Director to not live in, operate in, or directly service the Municipality of Crowsnest Pass.

“Office” means the Community Services Offices located in the MDM Community Centre at 2802 – 222 Street in Bellevue, Alberta.

“Prime Time Hours” means those arena Rental hours between 5:00pm and midnight on weekdays, as well as all hours on days when public school is not in session (e.g. Statutory Holidays, weekends, school professional development days, etc.)

“Program” means any program that is directly offered and/or coordinated by the Community Services Department (e.g. fitness classes, swimming lessons, and public skating).

“Regular Ice Season” means the period of time where ice is present on the arena’s playing surface and the facility is available for public use and Bookings. The Regular Ice Season begins the 1st day of October and is over after the last Sunday in March of each year. At the discretion of the Director, this season may be extended (e.g. to complete scheduled league playoffs or to host Tournaments and Special Events).

“Regular User” means a User that averages 1 or more Bookings per week for a given Facility.

“**Rentals**” are made up of either a single Booking or multiple Bookings.

“**School Use**” means any Booking by schools in the Municipality of Crowsnest Pass for activities that occur during regular school operating hours as part of the approved school curriculum.

“**Spontaneous Use Facilities**” means Municipal operated venues that are not available for dedicated User Bookings, including playgrounds, splash parks, tennis courts, trails, parks, and open spaces.

“**Summer Arena Ice**” means arena ice that is available for Booking during dates that are outside of the Regular Ice Season.

“**Tournament or Event**” means any competitions or special events that are deemed to be a Tournament or Event by the Director.

“**User**” refers to anyone who wishes to use a Community Service Program or Facility.

“**Youth Organization/Group**” means an organization, club, or group (including extracurricular school activities) with at least 75% of its membership or participants composed of individuals less than 18 years of age, and whose Booking activities are not of a Commercial nature or in support of a Commercial venture.

3.0 SETTING FEES

Facility Rentals

- 3.1 Fees for Facility Rentals will be established by researching fees for “like” facilities, especially those municipalities of a similar size in the Province. Municipal fees are then established within the range of researched fees provided and presented to the Authority for approval.
- 3.2 The approval of Summer Arena Ice will be at the discretion of the Authority.
- 3.3 A damage deposit will only apply to Facility Rentals for Casual Users.
- 3.4 The Adult Organization/Group hourly rental rates for a Facility shall be the base rate for all hourly rental rates for that Facility.
- 3.5 The Youth Organization/Group hourly rental rate for Facilities shall be set at 55% of the applicable Adult Organization/Group Rate.
- 3.6 The Non-Prime Time hourly rental rate shall be set at 50% of the applicable hourly Rental rate.
- 3.7 The Commercial hourly rental rate for Facilities shall be set at 150% of the applicable Adult Organization/Group Rate.

- 3.8 The Non-Resident hourly rental rate for Facilities shall be set at 150% of the applicable Adult Organization/Group Rate.
- 3.9 The Government hourly rental rate for Facilities shall be set at 150% of the applicable Adult Organization/Group Rate.
- 3.10 When it is determined that staffing of a Facility is required, the hourly rental rate for Facilities on Municipally recognized Statutory Holidays shall be set at 150% of the applicable Adult Organization/Group Rate.
- 3.11 A Day Rate may be established for a Facility rented by the hour. This rate will be established by multiplying the applicable hourly rate by 7.

Passes and Admissions

- 3.11 Fees for Facility single admissions will be established by researching fees for "like" facilities, especially those tax-based municipalities of a similar size. Admission fees are then set by the Authority using the range of researched fees as a guideline.

Spontaneous Use Facilities

- 3.12 There are no provisions for the dedicated Booking of Spontaneous Use Facilities, and no fees will be charged in association with the use of Spontaneous Use Facilities by the public.

Programs

- 3.13 Program fees will be established at the discretion of the Director, who shall consider the following:
 - the need to work within the guidelines of the approved net Operating Budget for Program areas;
 - Programs should be budgeted to achieve the following minimum cost recovery targets:
 - Adult Programs – 100% cost recovery
 - Youth and Senior Programs – 55% cost recovery
 - Program related expenditures to be included in a cost recovery calculation are: 3rd party instructors or consultants, travel costs, 3rd party facility admissions or rentals, and program materials and equipment. In addition, 5% of the expenditure subtotal should be added to the net expenditures in consideration of marketing and general administrative costs;
 - Program related revenue streams to be included in a cost recovery calculation are: sponsorships, grants, donations, subsidies, registration fees, and drop-in/admission fees.

General Conditions and Provisions

- 3.14 The Community Services Fee Schedule is attached as Appendix A and forms part of this Policy. Appendix A will be reviewed by the Authority annually as part of the Municipality's annual budget development process. Annual changes to the Fee Schedule will be in effect January 1 of each year, with the exception of the arena, which will be in effect June 1 of each year.
- 3.15 The Authority may enter into agreements and leases for Facilities, Programs, and services that supersede those fees outlined in this Policy.
- 3.16 The Director may use discretion to set fees for additional goods and services not specifically identified in this Policy.
- 3.17 Except where specifically indicated, any applicable taxes (including, but not limited to the Federal Goods and Services Tax) will be included in the prices in this Policy.

4.0 INVOICING, BILLING, AND PAYMENTS

Facility Bookings

- 4.1 Prior to any Booking being accepted, Users must provide proof of Liability Insurance in the amount of two million (2,000,000.00) dollars with the Municipality identified as an additional named insured. Users may be exempt from this requirement upon approval of the Director based on the risk associated with the Booking activities.
- 4.2 All Users are issued a Permit for their Booking that outlines all the applicable terms and conditions. The User's Contact Person must sign the Permit at the time of Booking, and a signed copy of the Permit is retained on file with the Department of Community Services.
- 4.3 Invoices are to be sent out to Regular Users by the Department of Community Services at the end of every month. All other Users must pay at the time of Booking.
- 4.4 Invoiced payments are due to the Office within 60 days net receipt of invoice. Overdue accounts will be charged interest at a rate of 2% per month.
- 4.5 At the discretion of the Director, Users with accounts 61 days or more overdue or who have a cheque returned NSF may be denied Facility privileges until the overdue amount is paid.
- 4.6 As soon as reasonably possible following every Booking, staff will conduct an inspection to verify that the Facility is clean and free of damages. Any Facility that is not left in the state it was received will be subject to all repair charges and the labor/cleaning charges established in this Policy.
- 4.7 Regular Users must provide to the Office, and keep up-to-date, account Contact Person(s) and Board of Directors contacts (if applicable).

Program Registrations

- 4.8 All Users are issued a Permit for their Program registration that outlines all the applicable terms, conditions, and waivers (if applicable). Program fees cover access to registered programs only on the dates and times listed on their registration Permit. The User's Contact Person must sign the Permit, and a signed copy is retained on file with the Department of Community Services.
- 4.9 All Users of Programs must pay any applicable fees at the time of Program registration. A User does not have the rights and privileges granted by a Program until the applicable payment is received by the Office.

Passes and Admissions

- 4.10 All Users must pay any applicable fees at the time of admission to a Facility. A User does not have the rights and privileges granted by a pass or admission until the applicable payment is received by Municipal personnel.

General Conditions and Provisions

- 4.11 Any transaction that is taken over the phone or via electronic means will only be processed when accompanied by payment.
- 4.12 Acceptable payment methods include cheque (payable to the "Municipality of Crowsnest Pass"), cash (Canadian funds only), interac, and credit card transactions that are processed through Municipal personnel. Cheques will not be accepted if they are post-dated.

5.0 REFUNDS AND CANCELLATIONS

Facilities Bookings

- 5.1 User cancellations for Bookings of less than 4 hours that are received 72 or more hours prior to the Booking will not be subject to any fees.
- 5.2 Users that do not provide 72 or more hours cancellation notice for a Booking of less than 4 hours will be charged the full fee associated with their Booking excepting when:
- the User who is cancelling is successful in finding another User willing to pay for the Booking in question;
 - the cancellation is due to dangerous weather conditions;
 - the cancellation occurs as a result of playoff scheduling;
 - special circumstances are approved by the Director.
- 5.3 User cancellations for Bookings of 4 hours or more that are received 14 or more days prior to the Booking will not be subject to any fees.
- 5.4 Users that do not provide 14 or more days notice for a Booking cancellation of 4 hours or more will be charged the full fee associated with their Booking excepting when:

- the User who is cancelling is successful in finding another User willing to pay for the Booking in question;
 - the cancellation is due to dangerous weather conditions;
 - the cancellation occurs as a result of playoff scheduling;
 - special circumstances are approved by the Director.
- 5.5 Any Booking swaps, cancellations, or amendments will be considered processed once the Office acknowledges the receipt of written or electronic notice from the Contact Person(s).
- 5.6 In the event of Municipal initiated Booking cancellations, 100% of the Booking fees will be refunded to the User.

Passes and Admissions

- 5.7 Refunds for User cancellations of passes will only be granted with written confirmation of a medical condition or residence relocation that reasonably prevents participation in the pass-based activities. The refund will be pro-rated.
- 5.8 In the event of Municipal initiated closures of Facilities with admissions, complimentary passes will be issued to those admitted patrons. The use of complimentary passes must be documented to the Director via an incident report as soon as reasonably possible.

Programs

- 5.9 User withdrawal from a Program 21 or more days in advance of the first class will not be subject to any cancellation conditions or fees.
- 5.10 User withdrawal from a Program less than 21 days in advance of the first class, but more than 72 hours prior to the first class, are subject to a cancellation administrative fee of 20% of the program registration value or \$20.00, whichever is greater.
- 5.11 User withdrawal from a Program after a Program has started, or with less than 72 hours prior to the first class, will only be permitted with written confirmation of a medical condition or residence relocation that prevents participation in the Program's activities. Any such cancellation refunds will be pro-rated, and an administrative fee of \$20.00 will be retained.
- 5.12 In the event of Municipal initiated cancellation of a Program class or classes, every effort will be made to reschedule and make up the cancelled class or classes. In the event that the class cannot be re-scheduled, or the rescheduling does not the User will be given a pro-rated refund.
- 5.13 In the event of Municipal initiated cancellation of the entire Program, 100% of the Program fee will be refunded to the User.

General Conditions and Provisions

- 5.14 All User cancellation requests will be considered processed when written, electronic, or in-person notification occurs from the account's Contact Person.
- 5.15 The Municipality reserves the right to cancel Programs and pass-based activities, and to accommodate Municipal Special Events, necessary facility maintenance, or in the event that a scheduled Program should not fill to the minimum participant requirements established by the Municipality. In rare and extreme cases, this may also apply to Bookings. In the event of Municipal initiated cancellations, the User(s) Contact Person(s) will be notified as soon as possible of the cancellation through verbal, written, or electronic means.
- 5.16 The Municipality reserves the right to cancel a Booking, Program registration, and pass should a User breach any Municipal Policy.
- 5.17 The Municipality assumes no liability for cancelled Programs, pass-based activities, or Bookings/Rentals, including those Bookings/Rentals for Special Events and Tournaments.
- 5.18 At the discretion of the User, all refunds will either be issued by cheque within two weeks of the request or credited to the User's account.
- 5.19 Sale transactions may be voided by reception staff for inadvertent errors in process of collecting payments. Void sales will be reviewed monthly by the Director.

6.0 CASH HANDLING

Point-of-Sale (Cash Registers)

- 6.1 Shift closing procedures are as follows:
- closing debit machine and printing a debit batch report;
 - creating a cash float in the amount of \$100 (only deposited back into the Office safe if the shift is the last one of the day);
 - counting, itemizing, and signing off on revenue amounts from all sources (i.e. cheques, cash, debit, and credit cards);
 - deposit all items into the Office or portable safe to complete shift closing procedures.
- 6.2 The Director shall take all reports and revenue from the safe and deliver them to the Municipal Corporate Services Department daily (or in the case of Saturday, Sunday, and Statutory Holidays, the following business day).

Program and Event Floats

- 6.3 A Program and Event float of \$100 will be maintained in the office of the Director.

- 6.4 The use of the Program and Event float shall be approved by the Director.
- 6.5 At the end of the Program or Event, the \$100 float will be returned to the Director and all other proceeds will be deposited through the Office cash register into the applicable general ledger account(s).

General Conditions

- 6.6 Cash and Point-of-Sale stations must never be left unattended by staff.
- 6.7 Any revenue garnered from Department of Community Services activities must be deposited into the appropriate general ledger account. Under no circumstances are cash proceeds to be used for making loans, advances, or to pay for expenditures of any kind.


MUNICIPALITY OF CROWSNEST PASS



Blair Painter, Mayor

03 / May / 2016

Date



Sheldon Steinke, CAO

03 / ^{MAY} / 2016

Date