	Municipality of Crowsnest Pass Policy
Policy No.: Policy Title: Approval Date: Revision Date: Supersedes Policy: Department:	1211-01 Ice Allocation Policy November 26, 2019 October 9, 2019 1202-01- Facility Allocation and Rental Policy Community Services

1.0 POLICY PURPOSE

The Municipality of Crowsnest Pass is committed to ensuring the fair and equitable distribution of access to ice facilities that balance the various needs of the community, organized groups, and user requests. This policy will clearly define and communicate how the ice surface will be managed, allocated, and distributed including:

- a. Outline the available operational and rental hours for the ice surface
- b. Outline the process on ice allocation for ice users
- c. Rental categories
- d. Ice user allocation meeting
- e. Outline the rental process for ice in the ice facilities:
 - i. Contracts and conditions
 - ii. Booking responsibilities /cancellation process
 - iii. Transfers of traded or sub leased ice
 - iv. Responsibilities of ice user / staff
 - v. Damage to facility
 - vi. Rental fees
- f. Facility Rentals
- g. Responsibility of ice user
- h. Refunds and cancellations
- i. Outline cost recovery for extra ordinary expenses.
- j. Appeal process

2.0 DEFINITIONS

“Adult Sporting Organization” A sporting organization, that is set up as a group, whose membership is with individuals eighteen (18) years of age and older.

“Arena” The ice facilities located at 8702 - 22 Avenue, Coleman / Municipality of Crowsnest Pass.

“Bookings Clerk” Person employed in the position of Administration Assistant for the purpose of coordinating bookings, preparing and finalizing contracts.

“Casual Ice User” An individual/group renting ice on a “one off” or short period of time and not a permanent basis.

“Community Services Programs” Any program or special event operated or sponsored by the Community Services Department or the Municipality of Crowsnest Pass.

“Clean Ice” Resurfaced ice from the ice resurfacing machine.

“Curling” The ice facilities located at 8702 - 22 Avenue, Coleman / Municipality of Crowsnest Pass.

“Floods” Using the ice resurface machine to resurface ice.

“Ice in” Time in which ice is installed and ready for rental.

“Ice out” The last day of ice allowed for rental.

“Ice User” Contracted users in the Crowsnest Sportsplex Arena.

“League Adult Sporting Organization” A sporting organization, that is set up as a Society/group in an organized league, whose membership is with individuals eighteen (18) years of age and older. Examples are local Commercial League.

“Liability insurance” Comprehensive general liability insurance of Five Million dollars (\$5,000,000.00) inclusive with respect to bodily injury including death and property damage.

“Local User” A user that resides in the Municipality of Crowsnest Pass.

“Manager of Community Services” The Position held for the Municipality of Crowsnest Pass.

“Minor Sport League Organization” A sporting organization that is set up as a League, which includes minor sports activities and school programs organized primarily for the youth residing in the Crowsnest Pass.

“Municipality” The Municipality of Crowsnest Pass.

“Non-local user” A user that does not reside in the Municipality of Crowsnest Pass.

“Non-Prime Time” will be all available hours outside of “Prime Time.”

“Organized Minor Sport Organization” A sporting organization that is set up as a Club, which includes minor sports activities and school programs organized primarily for the youth residing in the Municipality of Crowsnest Pass.

“Organized Sanctioned Minor Hockey League” A minor hockey league sanctioned by Hockey Alberta as an organization. For example: Southern Alberta Hockey League (S.A.H.L).

“Organized Sanctioned Adult Hockey League” An adult hockey league sanctioned by Hockey Alberta as an organization. For example: North Central Hockey League, (Ranchland Hockey League).

“Prime Time” The hours that the Municipality considers prime time are weekdays from 17:00 hrs to 23:00 hrs and weekends from 08:00 to 23:00 hrs.

“Private Adult” Any adult activity, including casual and/or a series of bookings not included in any definitions provided in this policy. For example: Pick up hockey game, private adult bookings.

“Private Youth” Any youth activity, including casual and/or a series of bookings not included in any definitions provided in this policy. For example: Learn to skate program, hockey school, power skate, private youth bookings.

“Public Programs” All public programs, for example: public skating, shinny, family skate.

“Rental day” This defines the time in which the ice is available for rent.

“Rentals” Are made up of either single or multiple bookings.

“School Programs” School programmed activities organized through the Schools located in the Municipality of Crowsnest Pass.

“Special Event” A public or private event that is not directly associated with regular season schedules and bookings.

“Summer Ice” Arena ice that is installed prior to the ice in date.

“Tentative Bookings” Bookings that do not have a signed contract.

“User” refers to anyone who wishes to use a community Service Facility

“Youth” Individuals under eighteen (18) years of age.

3.0 POLICY STATEMENTS

3.1 AVAILABLE ICE TIMES

- a. The arena “Ice in” season will be October 1st.
- b. The arena “Ice out “will be the last Sunday in March or 7 working days prior to Good Friday whichever comes first.
- c. The Curling “Ice in” will be the 7 days following Thanksgiving Monday
- d. The Curling “Ice out “will be the day following Easter Monday.
- e. The Curling ice will operate as a separate lease and is excluded from this policy with exception of 3.1(c) and 3.1 (d)
- f. Rental hours for the Arena ice surface will be:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday and Sunday
09:00 to 22:00	09:00 to 22:00	12:00 to 22:00	09:00 to 22:00	09:00 to 23:00	08:00 to 23:00

- g. Arena Ice maintenance will be Wednesday from 07:00 hrs until 12:00 hrs.
- h. The Complex will be closed for the following statutory holidays: New Year’s Day, Thanksgiving Day, Remembrance Day, Christmas Eve Day past 14:00hrs, Christmas Day, and Boxing Day.
- i. Restricted hours of operation are in place on Family Day from 09:00 to 15:00hrs.
- j. The Complex will be closed for professional development training twice annually. These days may change due to rental needs; however, these days will be identified at the Ice Allocation Meeting Prior to the Ice season.

In the event of unforeseen or extraordinary circumstances, the Municipality understands the need to adjust rental hours subject to operational resources. Adjustments to available ice hours are subject to the approval by the Manager of Community Services. Adjustments to the “ice in”, “ice out” season are subject to the approval can be made by the Manager of Community Services if it benefits the Municipality.

3.2 ICE ALLOCATION PROCESS

The Municipality understands the need for a priority-based structure on the allocation of rental ice. Ice time is categorized as either “Prime Time” or “Non-Prime Time”. Local groups shall receive priority over non-local groups.

a. SCHEDULING PRIORITY LIST

Prime Time Ice/Non-Prime Time Ice

- i. 1st priority- Local Organized Sanctioned Minor Hockey League and local Minor Sport league organizations, Community Service programs and Minor Skate Canada Programs.
- ii. 2nd Priority- Organized /Sanctioned local Adult hockey league
- iii. 3rd Priority- Local Public programs
- iv. 4th Priority- Local School programs
- v. 5th Priority- Local Private Youth
- vi. 6th Priority- League Adult sporting organization
- vii. 7th Priority- Local users
- viii. 8th Priority- Special events
- ix. 9th Priority- Non-Local programs/users

The Municipality reserves the right to provide alternative ice allocation to ice users, to change, cancel or add ice as it deems necessary, but the Municipality must provide 14 days’ advance notice to exercise this right.

b. RENTAL CATEGORIES

There are four rental categories for ice charges in the Complex for ice as follows:

- i. Youth local (75% if the users are under the age of 18, plus 75% are residents of the Municipality)
- ii. Adult Local (26% if the users are over the age of 18, plus 75% are residents of the Municipality)
- iii. Circumstances where a local minor organization that use two communities to build one team will be considered as local youth.

- iv. Non-Resident Youth (75% of the users are under the age of 18 and 26% or more are not residents of the municipality)
- v. Non-Resident Adult (26% or more of the users are over the age of 18 and 26% or more are not residents of the municipality)
- vi. A joint use agreement is in effect for school programs that will outline ice usage in the Complex

c. ICE USER ALLOCATION MEETING

Before the start of the ice season, bookings will set a group meeting with a representative from each of the ice user organizations. Each representative will be responsible for supplying the bookings clerk, 30 days prior to the meeting date, a list of ice and/or schedule requirements. The Bookings Clerk will present a draft ice schedule identifying all conflicts. Conflicts will be resolved within this group. Any group that fails to provide a schedule may be bumped down on the priority list.

d. RENTAL PROCESS

- i. Contracts and Conditions: A rental agreement form will be completed by the user group or representative and signed agreeing to its terms within 14 days of the tentative booking.
- ii. Booking for rentals during the ice in or ice out seasons are accepted through the Community Services Office or inquiries by phone at (403) 563-2209. Bookings for rentals are accepted on a *first-come, first-served basis* after the Ice Allocation Meeting. Cancellation of contracted bookings are accepted by written receipt or electronic email.
- iii. Transfer of traded or sub-leased ice: The Municipality is the sole authority for ice scheduling and any transfers of ice must be done through the bookings clerk.
- iv. All bookings will be through the Bookings Clerk or designate. Ice Arena users shall appoint a representative who will be responsible for booking arrangements, deposits and payment of Arena fees. This contact shall be provided to the Bookings Clerk.
- v. Rental fees are due and payable as follows: 100% of the rental fee is due a minimum of 14 days prior to the event for customers that do not have previous credit history with the Municipality. All other payment is due in full 30 days after the invoice.

- vi. All accounts that exceed 60 days from the date of invoice will be charged 2% interest per month.

e. FACILITY RENTALS

- i. Approval of Summer ice will be the at the discretion of the Council.
- ii. Public programming shall have a minimum of at least (5) five hours with at least Three hours (3) on weekends, and at least Two hours (2) during the weekdays 15:45pm.
- iii. Parent /Tot programming shall have a minimum of at least (2) Two hours, during weekdays. The programmer will work with the user to determine the best time for this program.
- iv. Public skating will only be cancelled if:
 - 1. In the sole discretion of the Municipality it serves the best interests of the Municipality to do so;
 - 2. Conflicts with the hosting needs of a Provincial Championship game / event;
 - 3. Conflicts with the hosting of a major game or event or tournament, where the continuance of the public skate booking would cause undue hardship to the User. In such, cases the cancellation of the public skate will only be considered if a minimum of (3) business days' notice is provided to the public of the cancellation at the discretion of the Manager.
- v. The Municipality will provide clean ice prior to the booking, all floods during the rental will be included in the ice time.
- vi. Users with accounts 61 days or more overdue or have a cheque returned as Nonsufficient funds may be denied facility privileges until the overdue amount is paid in full.

f. RESPONSIBILITY OF THE ICE USER

- i. Any user/group not following the rules, behaving in a manner that is disrespectful of the staff or are found in violation of the Municipal Harassment Policy may be in jeopardy of losing the ice slot(s) and the Municipality will proceed on a "booking by booking" basis with this user/group or in the case of policy violations may be banned from the

facility in extreme situations. A copy of the rules and regulations is supplied with the contract.

- ii. Security and crowd control will be the user's responsibility for each of their events.
- iii. Damages to the facility will be charged back to the rental at the actual cost incurred.
- iv. It is the ice user's responsibility to ensure they book enough ice time for their event. The user is responsible to manage their ice time so not to affect any other ice rentals. If unforeseen events occur that jeopardize other ice user bookings, the ice user must obtain permission to use a portion of the next user's ice. If the next ice user refuses ice, it is their responsibility to ensure they do not go over their ice time by any means they choose. If the users claim its organization is a "no drop clock organization" the user must ensure they book enough time for their event.
- v. In consideration of all users, Complex change rooms will be available 60 minutes prior to each booking and will extend 30 minutes after to vacate the dressing room after their booking is finished. Repeated disregard of this practice will result in a charge to the user's ice time.
- vi. Users are responsible to ensure they book enough time to allow staff to provide safe ice for their event. For example, if it is a figure skating event, the user must ensure they book enough time to ensure the skating surface is maintained to a safe standard.

g. REFUNDS AND CANCELLATIONS

- i. Rentals that do not provide 72 hours or more notice for bookings less than 4 hours, will be charged the full fee associated with their booking except when:
 - 1. The user who is cancelling is successful in finding another user willing to pay for the booking
 - 2. The cancellation is due to dangerous weather conditions
 - 3. The cancellation is due to playoff scheduling
 - 4. Approved by the Manager of Community Services as a special circumstance

- ii. User cancellation for bookings 4 hours or more that do not provide 14 days' notice will be charged the full fee associated with their booking except when:
 - 1. The user who is cancellation is successful in finding another user willing to pay for the booking
 - 2. The cancellation is due to dangerous weather conditions
 - 3. The cancellation is due to playoff scheduling
 - 4. Approved by the manager as a special circumstance

Note: All the above are based on the Financial Controls Policy #1200-04. In the event of any discrepancy Policy 1200-04 or its most recent amendment shall take precedence.

h. **ADDITIONAL EXPENSE RECOVERY**

The Municipality understands that there might be a need to adjust rental hours or days. For best management of Municipal facilities, cost recovery rate increases will be added to any of the following:

- i. Statutory Holidays will be charged out at 150% of the cost of the applicable hourly rate charged.
- ii. Weekend ice outside of regular rental hours will be charged out at 125% of the applicable rental rate charged.
- iii. Hours outside of the ice in or ice out dates will be charged at 200% of the applicable prime time hourly rate.
- iv. Each rental will have clean ice prior to starting. Floods during the rental will be added into the ice times.
- v. Non-prime time rate shall be 50% of the cost of the applicable prime time hourly rate.
- vi. At the discretion of the Manager all users that extend past the booking time will be charged by the ½ hour. For example, a user that is 10 minutes over will be charged 30 minutes, a user that uses 31 minutes will be charged 1-hour ice rental fee.
- vii. All users that repeatedly disregard the dressing room allocation time will be charged by the ¼ hour. For example, a user that is 10 minutes over will

be charged 15 minutes, a user that uses 16 minutes will be charged 30 minutes.

- viii. If damage to the ice surface occurs that creates a safety hazard during their event, it is the responsibility of the user to stop the event and have staff fix the hazard. All damage to the playing surface is the responsibility of the user and any extra time outside of their booking will be charged by the ¼ hour to fix the ice. For example, if it takes 10 minutes to fix the ice the user will be charged 15 minutes, if it takes 16 minutes to fix the ice the user will be charged 30 minutes.

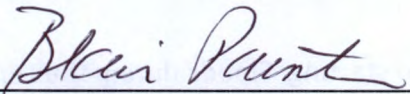
Note: All the above are based on the Financial Controls Policy (1200-04). In the event of any discrepancy Policy 1200-04 or its most recent amendment shall take precedence

i. **APPEAL PROCESS**

The User Group and the Municipality agree to utilize all reasonable efforts to resolve any dispute to ice allocation promptly and in an amicable manner. Conflicts should be resolved by the individuals closest to the issues provided that such individuals have the actual authority to implement such resolution.

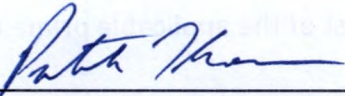
If the individuals closest to the dispute cannot or do not have authority to resolve the issue, then it shall go to the Bookings Clerk. If the matter is still not able to be resolved, then it shall go to the Manager of Community Services and using this document will resolve the dispute following the guidelines in this document.

MUNICIPALITY OF CROWSNEST PASS



Blair Painter, Mayor

November 26, 2019.
Date



Patrick Thomas, Chief Administrative Officer

December 4, 2019
Date