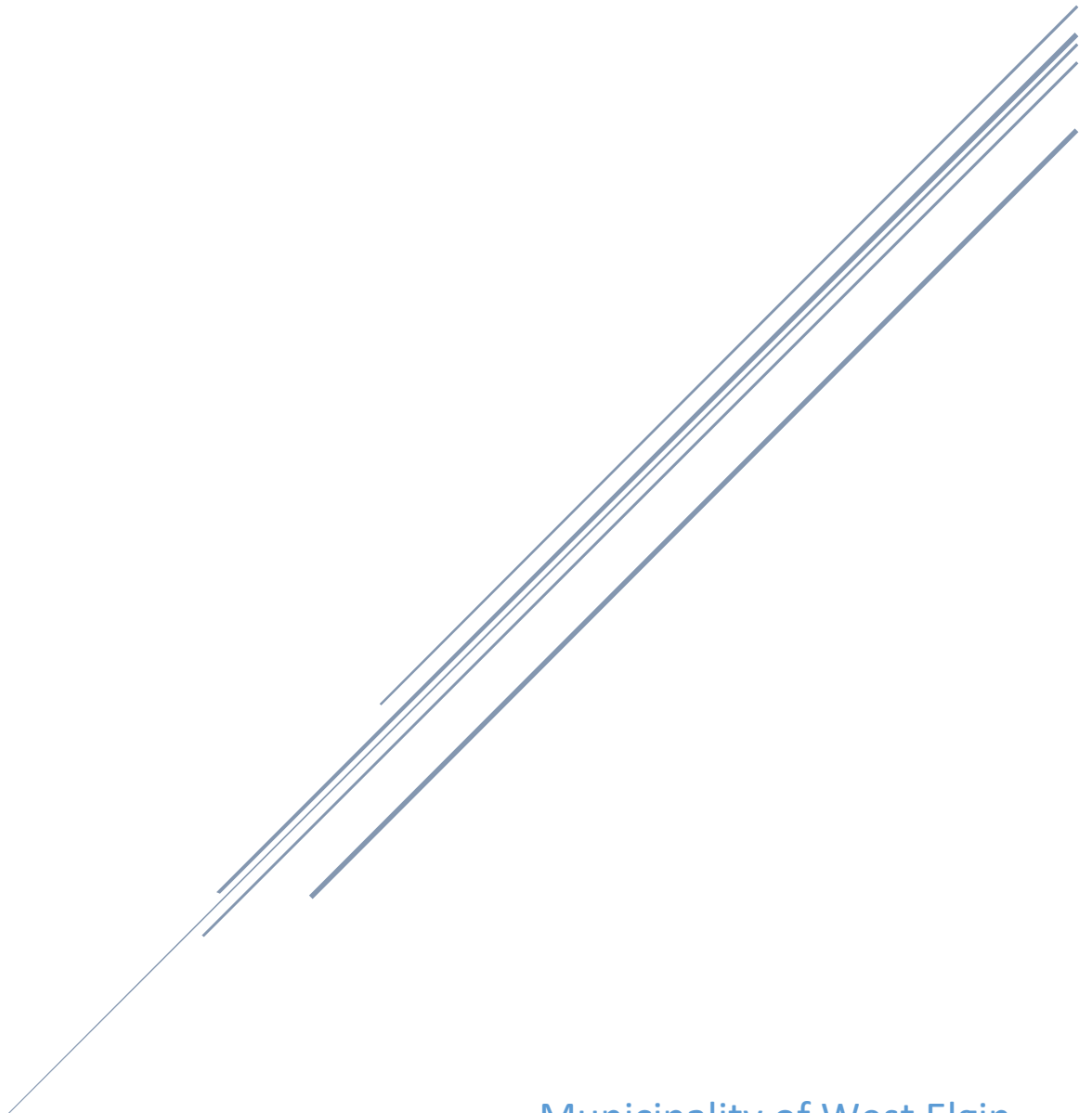


Seasonal Ice User Policy

West Elgin Community Arena



Municipality of West Elgin
Revised 09/08/2020

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Ice Allocation Policy

Defining minor ice times

Prime time ice is defined as:

Monday to Friday 5:00pm to 11:00pm

Saturday 8:00am to 11:00pm

Sunday 8:00am to 11:00pm

These hours are to be allocated for minor programs except in the following situations:

- When a group or club has rented ice time for at least two consecutive years. They shall receive first consideration for the use of the same ice time the following year.
- When the facility supervisor determines that it is appropriate to provide ice time for a particular program because of a special need.

Where the demand outweighs the availability of ice, a percentage of total ice time allotted must be during non-prime ice. (8:00am- 5:00pm)

Eligibility for minor ice

A minor sport group shall have the following characteristics

- Be a non-profit and the membership is comprised of youth
- Be guided by a constitution and by-laws
- Hold general membership meetings annually and be able to provide upon request annual financial statements
- Have a volunteer elected Board of Director's; must supply a schedule of how ice time is utilized (general weekly outline)

New Organizations

New organizations may be included in the system, if it is demonstrated through a registration process that there are sufficient participants to qualify for ice time allocation and if there is surplus ice time available. The registration for new organizations must include the payment of the applicable registration fee to the organization.

Accommodating new groups by reducing the number of hours available to existing groups, will be considered only in cases where a program is being introduced that will provide service to previously non- serviced segment of the population, or where a new program is being introduced that is not available through an existing organization.

Historical Precedent

It will be a principle of the allocation system to give due consideration to the allocation of ice according to previous years. Significant changes to previous year's ice shall be based on changes to registration levels, registration composition or to emerging needs.

Facility Supervisors

Whenever a decision is required under this policy, the facility supervisor is granted the authority to make a final determination.

Where an individual User or Group breaches any of the sections of this policy, the terms of use for any facility, or reasonable behaviour expected of users, the facility supervisor has the authority to verbally request the person stop, require the person to leave the facility, prohibit future use of Municipal Facility by the User or Group and/ or take any other reasonable action for the safety and well being of the facility, staff and other users. The Facility Supervisor shall use such response as is appropriate to the circumstances.

Tournaments

Request for tournaments will be reviewed by user groups at the annual allocation meeting. If a new or expanded tournament is requisitioned and approved, the group that made the request must reimburse the affected groups for the ice time lost. New tournaments will be considered in the pre or post season by Facility Supervisors.

Exceptions

- If an organization has operated a tournament for two consecutive proceeding years, it shall have an opportunity to rebook
- Public Skating- Each individually scheduled public skating time will not be cancelled more than 5 times in any single winter ice session in the arena due to a tournament (e.g. Sunday sessions from 1:00 pm-3:00 pm will not be cancelled more than 5 times in a season). Alternate times may be scheduled to allow for makeup of public skating times.

Allocation formula- Minor Organizations

Recreation Facilities will calculate each organizations base ice allocation from the formula. This calculation will be based on the registration data from the previous season supplied by each organization. Current season registration data will be submitted before December 1st each year.

Registrants may be counted only once for each winter season and must be residents of West Elgin or covered under a joint use or operating agreement. Adjustments to registration numbers will be accepted until February 15th, but it is the responsibility of the organization to submit these adjustments to the municipal office.

*The municipality has the right to request registrant's information to determine residency for administration purposes. Organization **MUST**, under the Municipal Freedom of Information and Protection of Privacy Act, and the Personal Information Protection and Electronic Documents Act, receive consent from their registrant at the time of registration, authorizing the release of the information requested by the Municipality. The information will be used for applying the ice allocation policy compilation of statistical data and in planning or reviewing arena usage. Registration information must show the name, birth date, home address, phone number, and the specific program in which participant is enrolled. Failure to provide accurate information to the municipality at the designated times may result in loss of preferred times. The Municipality shall have the right to audit registration information at its discretion.*

All groups MUST include the following disclaimer on their registration form: *“The information on this form will be used to determine eligibility for ice allocation and statistical purposes, will be provided to the Municipality of West Elgin and will be dealt with according to the Municipal Freedom of Information and Protection of Privacy Act”.*

Ice Shortages

In years where the number of prime ice hours calculated through the minor registration/ allocation formula exceeds the number of hours available, each minor organization shall be allocated a portion of their ice time during non-prime time or a proportional basis.

Regular Season

The ice allocation formula contained in this policy shall apply only to the regular season (3rd Friday in September- end of March, based on demand and determined by Facility Supervisor). The parameters for pre-season and post-season will be determined at the ice allocation meeting for the arena.

Policy Review

The allocation policy may be reviewed from time to time by Administration. Any concerns or suggested changes by users must be forwarded to the local Facility Supervisor in writing. Any changes to the current policy will be presented to The Board for approval.

Returning ice

If an organization does not require its entire allocation, they may identify the number of surplus hours to the Municipality. The Municipality will then re-distribute the ice time among other users at its discretion.

The ice convener from each association or the private contract holder shall be the only person recognized to authorize bookings or changes to bookings.

Program Definitions

Travel Hockey/ Ringette

Teams comprised of players who have been selected by try-out and that travel outside the home arena or league play against team that have been selected on a similar basis.

AAA

Teams comprised of players on a municipal wide basis, which travel against teams that have been selected on a similar basis will be allocated ice at various locations within the Municipality.

Local League

Teams comprised of players that travel outside the home arena or league play against teams that have been developed on a similar basis.

House League Hockey/ Ringette

These are players who are carded with the Association to play on “in house” leagues teams within a home arena and are not required to try out for the team.

Skating

Instructional- these are group instruction programs primarily to teach basic learn to skate skills. (Can Skate, Can Power)

Star Skater- Skaters who are participating in Skate Canada testing judged by a judge.

Synchronized skating- a team of synchronized skaters who compete regularly.

Power Skating- a program designed to improve the skating of its participants and is fully available to the community at large.

Municipality

Means the corporation of the Municipality of West Elgin.

User

Means users of the ice/floor where a contract is executed between the parties for use at regular weekly times throughout the whole season.

Figure Skating Programs

For the purpose of calculating Figure Skating allocation, the Municipality is governed by Skate Canada's Recommendations of a maximum 50-60 learn to skate participants on the ice per session for safety reason.

STAR skater is defined as anyone who is working on a test that must be judged by a Skate Canada Judge. To determine classification a skate must possess 2 of the awards in that level. Competitive Skater is defined as anyone who has passed a competitive test as designed by Skate Canada.

To define the total # of synchronized skaters to be used in the formula, the guideline set forth by Skate Canada of 24 skaters per team was used.

Level	# of Skaters	Time allotted
Can-Skate/ Learn to Skate	50	1 hour/ week
Star/ competitive Skater	1	11.6 Minutes
Synchronized	24	1.5 hours/ week

Formula for Figure Skating

Can-Skate Program- Total # of registrations/ 50 *1 hour= total allotment

Star/ competitive Skate Program- Total registered * 11.6 min. / Skater= total allotment

Synchronized Skating- Total registered/ 24 * 1.5 hours= total allotment

Hockey/ Ringette Programs

Once the number of travel teams for each age division has been determined, ice times will be allocated based upon the Associations previous year's eligible registrations. Travel teams will be assigned the maximum number of players per team and the balance of registrations will be house league. The formula will standardize the minimum number of participants per team.

40 players per hour's instruction or tyke

15 players per team house league

16 players per team travel/ A/ E or local League teams

Fractions will be rounded to the nearest decimal point and the total ice allocation will be rounded to the nearest ½ or full hour

Age Group	House League Hours per week	Local league hours per week	Travel team hours per week
Instructional/ Tyke Under 6	1 hour	1 hour	1 hour
Novice Ages 7-8	1.5hours	2.0 Hours	2.5Hours
Atom Ages 9-10	1.5 hours	2.0hours	2.5 Hours
Peewee Ages 11-12	1.5 hours	2.0 Hours	2.5 Hours
Bantam ages 13-14	1.75 Hours	2.5 Hours	3.0 Hours
Midget Ages 15-16-17	2 hours	2.5 hours	3.0 Hours
Juvenile Ages 18-19	2 Hours	2.5Hours	3.0Hours

Common Principles for allocation of Hockey Ice

Travel Teams – 1 game per week- 1 practice per week

Local Teams- 1 game per week- 1 shared practice per week

House Teams- 1 shared game per week- 1 shared practice per week

Terms and Conditions- Ice/Floor Use

The following terms and conditions shall form a part of all contracts or permits for ice time, and shall constitute the terms of use for all users of the ice whether a contract is executed between the parties or not. Users agree to comply with the following terms at all times.

Special COVID-19 Terms and Release and Waiver Agreement Requirement

All users and participants must acknowledge in writing the risks associated with COVID-19 and their use of the ice/floor as well as any use of other municipal facilities. All users shall be required to sign a Release and Waiver Agreement in a form acceptable to the Municipality prior to any use of the Municipality's recreation facilities and any ice/floor use. The signing of the Release and Waiver Agreement shall be a precondition to a person's participation in any activities and any use of the ice or other recreation facility of the Municipality.

All users must acknowledge that in the event of force majeure which includes but is not limited to the COVID-19 pandemic, the Municipality shall have the right to terminate any Ice Rental Agreement or Facility Rental Agreement at its sole and absolute discretion. In the event that the Municipality determines, in its sole and absolute discretion, that an event of force majeure occurs, the Municipality may terminate such agreements immediately without notice.

All users of the ice/floor and other municipal recreational facilities shall also comply with all prevailing and prescribed indoor and outdoor gathering limits, social and/or physical distancing limits and any other applicable health guidelines, policies, orders and directives. If a user or participant fails to comply with such prevailing health guidelines, policies, orders and directives, the Municipality may at its discretion immediately terminate the event or require such persons that are failing to follow the prevailing health guidelines, policies, orders and directives to leave the ice/floor or recreation facility immediately.

If termination occurs due to an event of force majeure or the failure of any participant, user or other person to follow the prevailing health guidelines, policies, orders and directives, the user and participant will forfeit all deposit, fees and other funds payable to the Municipality for the use of the ice/floor and/or other recreation facilities.

Insurance and indemnification

All users are required to provide a certificate of insurance evidencing general public liability and property damage coverage with limits of no less than two million dollars (\$2,000,000.00) and which names the Corporation of the Municipality of West Elgin as an additional insured to the policy. This needs to be submitted no later than 2 weeks prior to the rental date.

All users hereby agree to hold harmless and fully indemnify the Municipality its successors and assigns, form and against all actions, claims and demands whatsoever which may be brought against or made up the Municipality and against all loss, liability, judgements, costs, or expenses which the municipality may sustain, suffer or be put to:

- a. Resulting from or arising out of any breach, violation or non-performance of any covenant condition, agreement or other obligation of the User or those for whom the User is responsible; and
- b. Any damage to property and any injury to any person (including death), without limitation, in any way associated with their use of the facility, including but not limited to, use of the ice, playing of hockey and other activities in the facility

All Users acknowledge that the activities they are taking part in within the facilities are inherently dangerous, and willingly assume those risks.

Rental hour

Rental of ice time in all arenas is based on a "50" minute hour. The flood will be the last 10 minutes of the hour booked. Ice users should be ready to go on the ice at the start time indicated on their rental contract. Where figure skating use results in additional ice repair, administration will impose a maintenance period on the figure skating groups to ensure a safe ice surface, and will reduce the ice time according.

Alcohol

Consumption of alcoholic beverages in the arena premises is strictly prohibited unless under authority of L.C.B.O (A.G.C.O.). Failure to follow the *Liquor Licence act*, *R.S.O. c. L.19* may result in a referral to appropriate authorities, a warning, written notice, suspension of ice time or loss of ice time to the group, or a combination of any of these, as determined appropriate by the facility supervisor.

Lost or stolen articles

The municipality will not be responsible for lost or stolen articles, while on premises. Users are advised to take appropriate measures to protect valuables.

Arena Safety

- No person is allowed on the ice while the surface is being cleaned
- All minor groups must have supervision by a coach, manager, or designated adult whenever on the ice/floor or in the dressing room
- All users must vacate dressing room 30 minutes following completion of rental.
- No food or drink allowed on the ice/ floor surface

Use of Storage/ Equipment

An authorized municipal employee must approve the use of time clocks, sound systems and storage areas.

Damages

The representative renting the ice/floor shall be responsible for all damages caused to the building, grounds, chattels and equipment belonging to the Municipality, save for reasonable wear and tear. Damages are to be repaired or paid for to the sole satisfaction of the Facility Supervisor of the arena.

Smoking

Smoking is PROHIBITED in all municipal buildings and on all Municipal Properties as outlines in the “By-Law 2006-91” and the *Smoke Free Ontario Act*.

Seasonal Ice Users

All seasonal users must book ice to the end of the regular ice season (mid-March each year) except for Jr Hockey Clubs (see Junior Hockey Clubs). An organization may return ice to the Municipality by providing two weeks written notice, but will be responsible to pay for any ice that is not rebooked by a third party.

Junior Hockey Clubs

Junior hockey clubs must book their ice up to and including the first two weeks of playoff (round one). Clubs may return ice to the Municipality at any time during the ice season by providing two weeks written notice but will be responsible to pay for any ice that is not rebooked by a third party.

Teams may tentatively book ice the rest of the playoff season, however, if another user group is interested in this tentative ice time, the Municipality will contract the team(s) and offer them first right of refusal. If the team(s) refuse to firm up the tentative booking, the Municipality will have the right to rent the ice to the alternate user.

Seasonal Ice Users- Cancellation Dates

Organization entering Seasonal Ice Contracts may cancel up to 2 dates during each season, provided the dates are removed from their contract prior to signing. Once a contract is signed by the organization, no further cancellation of dates is permitted, except as provided for in this policy. A date refers to any 24-hour period. (12am to 12am) excluding statutory holidays. Statutory holidays are as follows: New Year's

Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

Seasonal Ice Contracts

Standard form municipal contracts must be signed by the organization duly authorized signing officers, and the executed contract and appropriate insurance certificates must be provided to the Municipality two weeks prior to the first rental date of the contract. If contracts and insurance certificates are not submitted at least two weeks in advance of the first rental date, the Facility Supervisor may cancel the ice allocation for that organization. Upon communication of approval of the rental contract by the Municipality, the Ice Contract shall be binding upon the User.

Cameras & Cell Phones

Users are prohibited from using cameras or any electronic device with a camera functions (e.g. cell phones) while in locker, change rooms, or shower areas, or any other areas where other users would have reasonable expectation of privacy. Facility users are asked to immediately report any concerns to staff related to others using these camera, cell phones within municipal facilities.

Electronic Devices

Use of personal electronic devices (cell phones, MP3 Players etc.) are prohibited on the ice surface.

Equipment required

- Every user must wear skates on the ice and helmets are strongly recommended

School Board Rentals

High School Hockey

- a. One designated convener for high school hockey will be the point of contact for the high school hockey allocation
- b. Any ice time required for games, tournaments, playoff games or other events outside school board time, shall be subject to the minor ice rate and allocated only at the discretion of the municipality.
- c. All varsity hockey ice rentals are subject to minor rate

School bookings

- d. School bookings are to be administered on a first come, first serve basis through the municipal office, beginning on the first day of the school year.
- e. School bookings are limited to the specific "in school" start and end times Monday to Friday.

Fees.

- a. Ice floor time rates and fees will be assessed at the current rates as established by the Municipality of West Elgin.
- b. All rentals are payable prior to the use of the Ice/Floor, unless otherwise arranged with the Facility Supervisor of the arena. Rentals not paid will be refused the designated ice/floor time. Outstanding accounts must be paid in full prior to renting ice/floor time.
- c. Only at the discretion of the Facility Supervisor will the arena remain open on a statutory holiday or negotiated holiday.

- d. The current rental rate shall include the use of the assigned dressing room(s), score clock, P.A. equipment if requested and two hockey nets.
- e. The user group agrees to be responsible for security and off/on ice officials.
- f. Contractual ice payments:
 - Option One- full payment will be accepted on all contracted ice upon signing of the contract.
 - Option Two- upon signing of monthly contract, monthly payments will be due by the first of each month.
 - Option Three- upon signing fall and winter contract, billing of ice contract for fall contract is due September 1st and winter contract is due January 2nd.

Note: payments of additional ice booked above the contracted hours will be invoiced and payable upon receipt.

Service fee of \$30.00 on all NSF Cheques. After 2 NSF cheques, payment must be in the form of certified cheque, debit, or cash.

2% interest per month on all outstanding accounts.

Payment Terms & Cancellations

Seasonal Rentals

- a. All changes in ice/floor rentals must go through the facility administrator or the area Municipal office.
- b. Contracted Ice/ Floor:
 - No subletting of ice/ floor time allowed. Any subletting may result in loss of future use of facilities
 - Organizations will be responsible to pay for all contracted ice for the period specified by the contract. An organization may occasionally return ice to the municipality by providing two weeks written notice, but will be responsible to pay for any ice that is not rebooked by the municipality.
 - Non-Prime cancellations require 4 business days notice of cancellation.

General Rentals

- c. Payments must be made at the time of booking. Payments can be at the Municipality of West Elgin office.
- d. Prime-time cancellation notice is a minimum of 48 hours and is subject to an administration fee of \$20.00 per hour of cancelled time.
- e. Payments for ice booked in advance must be made Monday- Friday 8:30-4:30pm at the Municipal office.
- f. Ice rental fee must be paid in full before tournaments and other special events (other than regular contractual annual events I.E. Ontario Ball Hockey Championship...)
- g. The representative agrees that the facility operator will not be responsible for the forwarding of notification of the cancellation. All cancellations must be done through the facility allocation assistant at the Municipal office.
- h. The Municipality of West Elgin, Recreation Facilities division may cancel ice/floor time at any time in the event of tournaments and special events. For other cancellation situations, the arena

management will use reasonable efforts to notify the representative 48 hours prior to the said cancelled ice/floor time, but shall have the right to cancel at any time

- i. Any cancellation caused by storms flooding power failure, act of God, or business interruption caused by mechanical failure of the Municipality's equipment, shall be considered unavoidable and not the fault of any party, and the user will not be charged for cancellations of this nature.

Concessions

- a. Recreation Department reserves exclusive rights for the purpose of selling all food and beverage products. Users may not sell, serve, or allow the selling/ serving of food, beverage or refreshments of any kind, on, or in our facilities without written approval of the Facility Supervisor.
- b. Organizations wishing to operate concessions in relationship to fundraising, must submit a list outlining the event, and items to be sold. Written approval for the facility Supervisor must be granted and menu approved before operating these types of concessions in our facilities.
- c. Food Handling procedures need to be reviewed with the facility supervisor. Any organization approved to operate concessions must comply with all applicable food handling, legislation, regulations, orders and directives.

Contact Us

You can reach us by Phone at 519-785-0560 ext. 200 or email recreation@westelgin.net for any questions or concerns.

Our main office is located at 22413 Hoskins Line Rodney, ON N0L 2C0.

For more information or alternative formats of this document, please email: recreation@westelgin.net