



## TOWN OF BASHAW

### Arena and Recreational Facility Use and Allocation Policy

POLICY NUMBER 24.10

APPROVAL DATE:	Nov. 19, 2015	REVISE DATE:	Aug. 20, 2020
MOTION NUMBER:	261-2015	REPEAL DATE:	
NEW MOTION #	145-2020	REVIEW DATE:	

#### 1.0 Policy Intent

The intent of the Town of Bashaw Arena and Recreational Facilities use and Allocation Policy is to:

- 1.1 Operate Arena and Recreational Facilities in an equitable, cost effective and fiscally sustainable manner
- 1.2 Balance local services and needs with those of the Town as a whole
- 1.3 Meet current and future demands for both organized and casual participation

#### 2.0 Purpose

The following principles serve as the framework for the purpose of the Arena and Recreational Facilities Use and Allocation Policy and should continue to be considered when implementing and/or interpreting the various policy statements:

- 2.1 Access and Equity: Promote fair and equitable access to Arena and Recreational facilities in terms of allocation
- 2.2 Efficient Use: Promote efficient use of Arena and Recreational facilities by maximizing usage and creating clear and consistent booking procedures
- 2.3 Diversity: Promote a wide range of program opportunities
- 2.4 Youth Sport Development: Promote the role that Arena and Recreational Facilities play in the development of minor sports
- 2.5 Partnership: Promote the importance of partnerships in the delivery of activities (minor sport and community associations).
- 2.6 Ease of Use: The policy should be practical - easy for User Groups to understand and for the Town to implement.

### 3.0 Policy Statement

The Town of Bashaw strives to provide quality, well maintained facilities for use by community organizations and the public. In doing so, Town staff will, based on the directions in this policy, schedule the facilities in a manner that is determined by the Town to best serve the interests of the community.

### 4.0 Definitions

- 4.1 "Additional Municipal Services" shall refer to all facility services provided by the Town of Bashaw, which are beyond those that would normally be provided to ensure the health and safety of the Public using the facility.
- 4.2 "Casual User" means a user with a total duration of less than (3) rentals in a one-month period.
- 4.3 "Contact Person" means an individual identified by a User in its Arena Use Agreement to be the primary contact person between the User and the Town.
- 4.4 "Damage Deposit" means a refundable fee assessed to a User to cover the cost of damages that may occur due to actions on the part of the User or in conjunction with an ice/recreational facility allocation or event hosted by the User.
- 4.5 "Facility Attendant/Facility Staff" means the Town personnel on duty within the facility
- 4.6 "Local Youth User Group" (18 & under) User group who resides in the Bashaw area and accesses the arena as their primary recreation location
- 4.7 "Local Adult Sport Organization" (19 & older) Adult user group who resides in the Bashaw area and accesses the arena as their primary recreation location.
- 4.8 "Non-Ice Use" means the Indoor Arena playing surface during the off season of April 1 – September 15 of each year.
- 4.9 "Non-Local Youth User Group" (18 & under) external User group that does not regularly use the Bashaw Arena as their primary recreation location.
- 4.10 "Non-Local Adult Sport Organization" (19 & older) external Adult User group that does not regularly use the Bashaw Arena as their primary recreation location.
- 4.11 "Non-Prime Time" means the period of operation open to the public at a leisure facility which is determined by the Town to be the lowest demand for use.
- 4.12 "Prime Time" means the period of operation for a given facility or program which is determined by the Town to be the highest demand and/or most desirable period of use.
- 4.13 "Public Skating and Programs" means programs managed by the Town and are open to the public or targeted group.
- 4.14 "Recreational Facility" means any sport facility owned and operated by the Town of Bashaw and is used through a rental agreement with the Town of Bashaw.
- 4.15 "Regular Season Schedule" means the period of peak demand for the Arena and Recreational facilities each year.
- 4.16 "Regular User" means a user that requests three (3) or more bookings per month.

- 4.17 “School Use” means the bookings by the school within the Town of Bashaw boundaries.
- 4.18 “Special Event” means a public or private event that is not directly associated with regular season schedules and bookings (i.e. Charity Hockey Games)
- 4.19 “Town” means the Town of Bashaw, and the Department(s) designated by the Chief Administrative Officer (CAO) to implement this policy.
- 4.20 “Town Programs, Special Events” means any program or special event operated, co-sponsored or sanctioned by Community Services Groups.
- 4.21 “Youth Sport Organization” means a sporting organization that is setup as a society, which includes minor sport activities and school programs organized primarily for youth residing in the Town of Bashaw. User groups must have 80% of membership composed of individuals younger than eighteen (18) years of age to qualify as a youth group.
- 4.22 “Use Agreement” means the Agreement signed by the Town and the User governing the use of the Arena or Recreational facilities.

## 5.0 Managerial Guidelines

- 5.1 Council Mandates the responsibility of administering and operating the Arena and Recreational facilities in a cost effective and efficient manner, developing appropriate rules and regulations and implementing the Arena and Recreational Facilities Policy to the Chief Administrative Officer (CAO).

## 5.2 Allocation

- 5.2.1 All Users
- 5.2.2 The General Arena Operation Schedules are outlined in Appendix 1.
- 5.2.3 The Recreational Facilities Operational Schedules are outlined in Appendix 2.
- 5.2.4 Arena and Recreational Facilities allocation is based on the total number of requests received, facility availability, priority ranking and cost efficiency
- 5.2.5 To confirm Arena and Recreational Facility allocations, Users must provide information as required in the signed Use Agreement. Bookings are not considered confirmed, and Users will not be authorized to access their recreational facility allocation until the Town has received all relevant documentation. (5.10 User Documentation Requirements)
- 5.2.6 Users requiring set up and/or dismantle time are requested to inform the Town Administration staff at the time of special event booking. Cancellations and/or adjustments may be subject to administration fee.
- 5.2.7 Once a User obtains allocated rental time of the Arena, this time cannot be subleased or sold to other groups.
- 5.2.8 All correspondence, bookings, and invoicing will be conducted between the Town and the contact person provided by the User. Decisions and actions of the contact person are considered decisions and actions of the User. The contact person is responsible for sharing information with their respective User Group.

- 5.2.9 The Town reserves the right to provide alternative facility allocations to users to change, cancel, or add ice allocation as it deems necessary.
- 5.2.10 A damage deposit must be provided twenty-four (24) hours from the time of booking or upon execution of the Arena Use Agreement. The Town will return the Damage Deposit so long as no outstanding fees are owed to the Town, including no amount for damages to the Arena. The Damage Deposit will be returned.  
Within thirty (30) days of the end of the season for Regular Users  
Within thirty (30) days of the allocation for Casual Users

### 5.3 Priority Ranking ("Schedule A")

- 5.3.1 The Priority ranking will be utilized to determine the Regular Season Schedule. Priority ranking for each facility is attached and labeled "Schedule A".

### 5.4 Regular Users

- 5.4.1 The Town shall inform all Regular Users who had rental time the previous year that regular season Arena and Recreational Facility rentals are being accepted and shall provide them with deadlines and procedures for booking these facilities.
- 5.4.2 Regular User requests received after the specified deadlines will be considered on a "first come, first served" basis, and only after the requests of Users that met the deadline have been considered.
- 5.4.3 Any User requiring more than eight (8) hours of rental time per week may be required to schedule five (5) percent of their annual request during non-prime time hours.
- 5.4.4 Where there is a conflict in the development of the Regular Season Schedule, the User with the higher ranking may be provided the rental time. In the event of extenuating circumstance, Administration reserves the right to make the determination.
- 5.4.5 Where booking conflicts arise between Users of the same ranking, the User with the greatest membership, defined as number of registered participants, may receive the booking. In the event of extenuating circumstance, Administration reserves the right to make the determination.

### 5.5 Casual Users

- 5.5.1 Requests from Casual Users will be considered after the Regular Season Calendar has been set, and will be considered on a "first come, first served" basis.

## 5.6 Tournaments/Carnivals/Special Events

- 5.6.1 Tournaments, Carnivals, and Special Events requests must be submitted to the Town in writing before November 1 each year.
- 5.6.2 Any tournament dates that are submitted following November 1 will be considered on a first come, first served basis.
- 5.6.3 Tournaments, Carnivals, and Special Events provided to the Town as specified in 5.6.1 prior to November 1 will be approved based on the priority ranking and procedures set out in this policy.
- 5.6.4 Casual Users requesting Tournaments, Carnivals, and Special Events can do so on a first come, first served basis following the seasonal allocation for Regular Users.

## 5.7 Play Off Games

- 5.7.1 To reduce the occasions when ice is reserved for playoff games, and then returned to the Town when teams do not continue in the playoffs, the following procedures will be in effect: Cancellation policy remains in effect.
- 5.7.2 User groups shall not pre-book anticipated playoff games that result in the cancellation of regular ice allocations of other user groups or reserve ice that would otherwise be made available to the community.
- 5.7.3 Upon notification, the Town will book the ice time required to host the playoff game. Should that time slot be already allocated to another group or individual, the Town will contact that group to re-schedule or cancel that booking. Playoff games shall take precedence over all other bookings, except special events.

## 5.8 Outstanding Accounts

- 5.8.1 Users with outstanding accounts may have their user privileges removed at the discretion of the Town.

## 5.9 Cancellation and Refunds

- 5.9.1 All booking cancellations must be provided in writing to the Town a minimum of five (5) days in advance of the scheduled booking. A cancellation is not considered confirmed unless the Contact Person has received confirmation from the Town that it has received the request. Town reserves the right to retain 15% of fee for administration due to cancellations and/or adjustments.

- 5.9.2 No booking refund will be given for cancellations made less than five (5) days prior to the rental date. Consideration for replacement bookings will be given for cancellations due to inclement weather resulting in hazardous road conditions.
- 5.9.3 Cancellations due to inclement weather will not be charged ice rental fees
- 5.9.4 The Town reserves the right to cancel a contract or booking should there be a breach of this policy, its conditions, rules or regulations, or the Town determines that the facilities are not being used for the purposes requested.
- 5.9.5 The Town reserves the right to cancel programs of User Groups for Special Town events and or maintenance. In such instances, the Town will refund, and fees collected for the cancelled facility allocation.
- 5.9.6 In the event of a Town initiated cancellation, the Contact Person will be contacted as soon as possible and where possible informed of the cancellation verbally and in writing.
- 5.9.7 The Town is not liable for cancelled allocations.

#### 5.10 User Documentation Requirements

- The User, at its sole cost and expense, shall take out and keep in force and effect during the Term, the following insurance coverage:
- 5.10.1 Comprehensive general liability insurance, which includes a participant on participant coverage, with inclusive limits of not less than \$ 2,000,000.00; and Such other form of insurance as the Town or the User may reasonably require from time to time, in amounts and for insurance risks against which a prudent person under similar circumstances would insure.  
The User shall provide a copy of the policy for any insurance to the Town prior to the beginning of the Term.
  - 5.10.2 The User will always obey all laws, bylaws, regulations, and policies of the local authority within which the Arena is located as they may exist from time to time.
  - 5.10.3 Information regarding the organizations contact person and alternate and email of organization treasurer where billing invoices are to be sent.
  - 5.10.4 The User will provide and attach to the Arena Use Agreement, at the time of execution, a list of all its members, together with completed Informed Consent/Waiver forms signed by each individual who will participate in the use of the Licence Area pursuant to the Arena Use Agreement. The User will provide updates to the member's list and signed Informed Consent/Waiver forms to the Town as they occur.
  - 5.10.5 Damage Deposit in the amount of one thousand (\$500.00) dollars. The damage deposit will be returned as outlined in section 5.2.10
  - 5.10.6 Signed Arena User Agreement.

#### 5.11 Dressing Rooms Usage

- 5.11.1 Dressing room use is at the risk of the user. The Town of Bashaw is not responsible for any lost or stolen items from the dressing rooms.
- 5.11.2 Items left in the dressing rooms and found by Town staff will be placed in the facilities lost and found container.
- 5.11.3 Users looking to use a facility dressing room will go through the following procedure to do so:
- obtain the dressing room key from the Facility Staff upon arrival at the facility
  - must return the key, in the same condition as it was received, to the Facility Staff upon completion of use.
  - The User is responsible for any damage and must ensure their group cleans up any garbage such as tape, pop cans, candy and or food wrappers, from the floor and benches. The Town reserves the right to bill the User \$200.00 for each occurrence for non-compliance.
  - The Town reserves the right to bill the User \$25.00 for showers/water left running.
- 5.11.4 Dressing rooms will be made available to the User group up to one hour prior to the User's booking time and must be cleared by the User within 30 minutes following the end of the booking time. Failure to comply with these timelines may result in additional charges to the User.
- 5.11.5 If a dressing room key is lost or stolen while in the care and custody of the individuals or organization using the facility, a charge of \$50.00 will be applied to their rental
- 5.11.6 Facility Staff reserves the right to refuse access to dressing rooms at any time and have the authority to ask users to vacate a dressing room at any time for failure to comply with Facility Rules and Regulations.

## 5.12 Facility Rules and Regulations

The following rules and regulations always apply to all individuals and groups using the Arena :

- 5.12.1 All rentals are payable at the time of booking. Payments must be made to the Town of Bashaw by cheque, cash, debit, credit card(Activation fees apply) or etransfer. Rentals for Users who have signed an Arena Use Agreement, will be payable as set out in the Arena Use Agreement.
- 5.12.2 Possession and/or consumption of alcohol is strictly prohibited anywhere in the Arena, including dressing rooms. Alcohol is only permitted in the Arena during Alberta Gaming and Liquor Commission sanctioned events.
- 5.12.3 Smoking and chewing tobacco is strictly prohibited anywhere in the Arena, including in the dressing rooms.
- 5.12.4 Anyone under the influence of drugs or alcohol may be refused entry or removed from the premises.
- 5.12.5 Disruptive behaviour and loitering are not permitted in the Arena.



- 5.12.6 Groups/individuals are responsible for any damage to the Arena facility or equipment and will be required to pay for any damage. They may also be suspended from future entrance into the Arena and reported to the Authorities.
- 5.12.7 Use of Profanity, disrespectful or inappropriate language is not permitted in the Arena.
- 5.12.8 Hockey sticks, pucks or other objects are to be used only on the ice. Shooting of pucks, balls or other objects is prohibited in the bleachers, dressing rooms, lobby, or hallways of the Arena.
- 5.12.9 Throwing objects on the ice is prohibited.
- 5.12.10 Food or beverages are not permitted on the ice.
- 5.12.11 The wearing or changing of skates in the bleachers is not permitted.
- 5.12.12 No one is allowed on the ice during ice resurfacing unless assistance is expressly requested and authorized by Facility Staff. All persons will remain off the ice until the Zamboni has left the ice and the gate is closed.
- 5.12.13 The Town of Bashaw and Facility Staff are not responsible for lost, stolen or damaged articles.
- 5.12.14 The Town, including Facility Staff, reserves the right to ask any individual or User group, who does not adhere to the rules, to vacate the Arena. A further banning from the Arena may result pending review by the Town.

6.0 Persons Affected

All Users.

\_\_\_\_\_

Date

\_\_\_\_\_

Chief Administrative Officer

\_\_\_\_\_

Date

\_\_\_\_\_

Mayor



<b>APPENDIX 1 ARENA OPERATING SCHEDULE</b>
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### 1. Arena Ice Opening

- 1.1 The Town of Bashaw will open the arena at the following times:
  - First week in October.
- 1.2 Earlier Openings will be allowed at the discretion of the CAO. Fee for early opening will be billed at the full price plus ten (10%) percent for a minimum of eight (8) hours per day for every day the arena is opened early.

### 2. Arena Ice Closing

- 2.1 The Town of Bashaw will close the arena on the last Friday in March unless it is required for:
  - The completion of scheduled league and or provincial finals
  - Hosting of local provincial, or national tournaments
- 2.2 Late closing will be allowed at the discretion of the CAO, for purposes other than those listed in Section 2.1. Fee for late closing will be billed out at the full price plus ten (10%) percent for a minimum of eight (8) hours per day for each additional day that closing is delayed.
- 2.3 The arena may be closed earlier than the specified date if low bookings do not require that it be open.

### 3. Operating Hours

- 3.1 Operating hours are as follows:
  - As per scheduled calendar but no later than 10:30 p.m.

### 4. Public Skating and Shinny Hockey

- 4.1 The Town will provide ice time each week for public skating and shinny hockey.
- 4.2 Public skating and Shinny hockey will be supervised by Facility Staff with the authority to remove patrons not abiding by facility rules and regulations.
- 4.3 Public Skating and Shinny hockey may, if required be cancelled periodically if there are special events, playoffs, tournaments, or carnivals which require the ice times.

## 5. Ice Maintenance

- 5.1 As part of all bookings, there will be a minimum of one (15 minute) flood at the end of every booking. A minimum charge for one flood per booking will be charged. Bookings longer than one hour may require additional floods.
- 5.2 Facility Staff and/or other authorized personnel are the only individuals permitted to be on the ice during floods
- 5.3 The Town of Bashaw requires that all ice users supply ice use schedules and flood requirements to the Arena Staff at the start of the season and update information if it changes. The Town reserves the right to accept or modify ice flood requests to ensure operational efficiencies. Additional floods at any time may be necessary and are at the discretion of the arena operator.
- 5.4 All doors and players box doors accessing the ice surface must be closed when leaving the ice for the operation of the Ice Resurfacer for periodic floods
- 5.5 In the occurrence that only one rink attendant is on staff, and to avoid any unnecessary delays, it would be desirable that arrangements be made for either referees, coaches and or other authorized persons assist the rink attendant in removing the nets to allow for ice maintenance (floods) during the games and at the conclusion of either games or practices.

## 6. Statutory Holiday Bookings

- 6.1 The Town of Bashaw arena will be closed on the following days:

- |                            |                       |
|----------------------------|-----------------------|
| • October                  | Thanksgiving Day      |
| • December (may fluctuate) | Christmas Staff Party |
| • November 11              | Remembrance Day       |
| • December 24              | Christmas Eve         |
| • December 25              | Christmas Day         |
| • December 26              | Boxing Day            |
| • December 31              | New Year's Eve        |
|                            | New Year's Day        |

- January 1 Alberta Family Day
- February (Third Monday)

6.2 The arena may be open for daytime or other special booking on Statutory/General Holidays, with one month’s notice, to facilitate staff scheduling and with the approval of the Town of Bashaw.

7. Summer Use

7.1 Once the ice has been removed from the arena, the facility is available for rental. Any group booking the arena must sign a Town of Bashaw Rental Contract and pay the fee according to the options stated within the contract. Priority listing on summer bookings remain the same as those for the regular season.

8. Prime and Non-Prime Allocation

Prime Time	Monday – Friday	4:00 pm – 10:30 pm
	Saturday and Sunday	8:00 am – 4:30 pm
Non-Prime Time	Monday – Friday	9:00 am – 4:00 pm
	Saturday and Sunday	4:30 pm – 10:30 pm

<p>APPENDIX 2 Recreational Facilities Operating Schedule (Outdoor)</p>
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1. Recreational Facility Opening

- 1.1 The Town of Bashaw will operate the recreational facilities beginning mid-April, weather permitting

2. Recreational Facility Closing

- 2.1 The Town of Bashaw will operate the recreational facility until the end of September, weather permitting

3. Recreational Facility Maintenance

- 3.1 The Town reserves the right to close athletic fields at its discretion if requiring additional maintenance or if weather has impacted the safety of field use
- 3.2 Users who disregard recreational facility closures due to maintenance or weather may have access to facility use suspended or removed.

SCHEDULE 'A' FACILITY PRIORITY RANKINGS
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**Arena**

First Priority	Town of Bashaw Programs
Second Priority	Special Events
Third Priority	Local Minor Sports Organizations
Fourth Priority	Local Adult Sport Organizations
Fifth Priority	Local Other
Sixth Priority	Non-Local Minor Sport Organizations
Seventh Priority	Non-Local Adult Sport Organizations
Eighth Priority	Non-Local Other

**Recreational Facility**

First Priority	Town of Bashaw Programs
Second Priority	School Users
Third Priority	Local Minor Sports Organizations
Fourth Priority	Local Adult Sport Organizations
Fifth Priority	Local Other
Sixth Priority	Non-Local Minor Sport Organizations
Seventh Priority	Non-Local Adult Sport Organizations
Eighth Priority	Non-Local Other

