



# Seasonal Ice User Policy

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## **Information on:**

- Ice Allocation Policy
- Terms and Conditions



## Contents

<b>Ice Allocation Policy</b> .....	<b>3</b>
1. Defining Minor Ice Times .....	3
2. Eligibility for Minor Ice .....	3
3. New Organizations: .....	3
4. Home Arenas .....	4
5. Historical Precedent .....	4
6. Facility Supervisors .....	4
7. Tournaments .....	4
8. Allocation Formula – Minor Organizations .....	5
9. Ice Shortages .....	6
10. Season – Regular .....	6
11. Policy Review .....	6
12. Returning Ice .....	6
13. Program Definitions .....	6
a. Travel Hockey/Ringette .....	6
b. AAA .....	6
c. Local League .....	6
d. House League Hockey/Ringette .....	7
e. Skating .....	7
f. Home Group .....	7
g. Municipality .....	7
h. User .....	7
i. Seasonal User .....	7
14. Figure Skating Programs .....	7
a. Formula for Figure Skating .....	8
15. Hockey/ Ringette Programs .....	8
16. Merged Groups .....	9

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<b>Terms &amp; Conditions – Ice/Floor Use</b> .....	10
I. Insurance and Indemnification .....	10
II. Rental Hour .....	10
III. Alcohol.....	10
IV. Lost or Stolen Articles.....	11
V. Arena Safety .....	11
VI. Use of Storage/Equipment.....	11
VII. Damages .....	11
VIII. Smoking.....	11
IX. Seasonal Ice Users.....	11
X. Junior Hockey Clubs.....	11
XI. Seasonal Ice Users – Cancellation dates .....	12
XII. Seasonal Ice Contracts.....	12
XIII. Cameras & Cell Phones .....	12
XIV. Electronic Devices .....	12
XV. Equipment Required .....	12
XVI. School Board Rentals .....	13
XVII. Fees.....	13
XVIII. Payment Terms & Cancellations.....	14
Seasonal Rentals .....	14
General Rentals (i.e. Church groups, family gatherings and gathering of friends to play hockey).....	14
XIX. Concessions .....	15
XX. Contact us .....	15

# **Ice Allocation Policy**

## **1. Defining Minor Ice Times**

Prime time ice is defined as:

Monday to Friday	5:00 p.m. to 11:00 p.m.
Saturday	6:00 a.m. to 11:00 a.m.
Sunday	7:00 a.m. to 11:00 a.m.

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

- ❖ Where an adult or special needs group 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. (i.e. Adult Contract Rentals)
- ❖ Where 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. (6:00 a.m. – 5:00 p.m. in home arena)

## **2. Eligibility for Minor Ice**

A Minor Sport Group shall have the following characteristics:

- ❖ Be 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; and
- ❖ Have a volunteer elected Board of Director's; must supply a schedule of how ice time is utilized (general weekly outline)

## **3. 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 a previously non-serviced segment of the population, or where a new program is being introduced that is not available through an existing organization.

#### **4. Home Arenas**

Home Groups will be offered first choice of available ice time allocation. If there is an opening in a non-home arena, groups will be able to apply for ice time slots only if home group's needs are met.

##### **Exceptions:**

- ❖ Where two or more associations are requesting additional surplus ice in the same home arena, the ice will be proportionately distributed.
- ❖ After the initial allocation of ice, organizations that are in a deficit may be eligible for additional ice in non-home arenas where surplus ice exists. If a minor group utilizes ice time outside their home arena it will be considered as part of their non-prime allotment.

**Cancellation of the non-prime allotment will be as per Item XI of the Terms & Conditions – Ice/Floor Use.**

#### **5. 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.

#### **6. 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 facilities, 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 facilities by the User or group, and/or take any other reasonable actions for the safety and wellbeing of the facility, staff and other Users. The Facility Supervisor shall use such response as is appropriate to the circumstances.

#### **7. Tournaments**

Request for tournaments will be reviewed by user groups at the annual allocation meeting. If a new or expanded tournament is requested 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 an individual arena due to a tournament (eg. Saturday session from 1:00–3:00 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.

## 8. 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 1<sup>st</sup> each year.

**Registrants may be counted only once for each winter season and must be residents of Chatham-Kent or covered under a joint use or operating agreement. Adjustments to registration numbers will be accepted until January 15<sup>th</sup>, but it is the responsibility of the organization to submit these adjustments to the Facilities Office.**

The Municipality has the right to request registrant information to determine residency for administration purposes. Organizations **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 registrants 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 Facilities Division 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 Chatham-Kent and will be dealt with according to the *Municipal Freedom of Information and Protection of Privacy Act*.”**

## **9. 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 on a proportional basis.

## **10. Season – Regular**

The ice allocation formula contained in this policy shall apply only to the regular season (3<sup>rd</sup> Friday in September – end of March, based on demand and determined by Facility Supervisors at each arena's ice allocation meeting). The parameters for pre-season & post-season will be determined at the ice allocation meetings for each arena.

## **11. 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 Council for approval.

## **12. Returning Ice**

If an organization does not require its entire allocation, it 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.

## **13. Program Definitions**

### **a. 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 teams that have been selected on a similar basis.

### **b. 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.

### **c. 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.

**d. House League Hockey/Ringette**

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

**e. Skating**

**Instructional** - These are group instruction programs primarily to teach basic learn to skate skills. (I.e. 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.

**f. Home Group**

Means groups which have historically used a specific arena, with such determination being made by the Facility Supervisors.

**g. Municipality**

Means the Corporation of the Municipality of Chatham-Kent.

**h. User**

Means users of the ice/floor, whether a contract is executed between the parties or not.

**i. Seasonal 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.

**14. Figure Skating Programs**

For the purpose of calculating Figure Skating allocation, the Municipality is governed by Skate Canada’s recommendation of a maximum of 50 – 60 learn to skate participants on the ice per session for safety reasons.

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 skater 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
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<b>Level</b>	<b># of Skaters</b>	<b>Time Allotted</b>
Can-Skate/ Learn to skate	50	1 Hour/wk
Star/ Competitive Skater	1	11.6 Minutes
Synchronized	24	1.5 Hours/wk

### **Formula for Figure Skating**

**Can-Skate Program** – Total # of registrations / 50 x 1 Hour = Total Allotment

**Star/Competitive Skate Program** – Total registered x 11.6 Min. / Skater = Total Allotment

**Synchronized Skating**– Total registered / 24 x 1.5 Hrs = Total Allotment

## **15. Hockey/ Ringette Programs**

Once the number of travel teams for each age division has been determined, ice time 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 instructional 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.

<b>Age Group</b>	<b>House League Hours per week</b>	<b>Local League Hours per week</b>	<b>Travel Team Hours per week</b>
Instructional/ Tyke Under 6	1 hour	1 hour	1 hour
Novice Ages 7-8	1.5 hours	2.0 hours	2.5 hours
Atom Ages 9-10	1.5 hours	2.0 hours	2.5 hours
Peewee Ages 11-12	1.5 hours	2.0 hours	2.5 hours

<b>Age Group</b>	<b>House League Hours per week</b>	<b>Local League Hours per week</b>	<b>Travel Team Hours per week</b>
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	2.5 hours	3.0 hours

### **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

Where a Home Centre does not have enough registrations to require tryouts for a team, the House League criteria would be used.

## **16. Merged Groups**

Merged groups will be allocated ice according to the guidelines of this policy. Allocation at each arena will be based on registration numbers residing in each arena district.

Example: Merged group has 300 members.

195 members reside in Arena 'A' district

105 members reside in Arena 'B' district

65% of merged groups' ice time will be at Arena 'A' and 35% at Arena 'B'.

## **Terms & 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.

### **I. 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 Chatham-Kent 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, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Municipality and against all loss, liability, judgments, 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.

### **II. Rental Hour**

Rental of ice time in all arenas except Thames Campus Arena is based on a “50” minute hour. The flood will be the last 10 minutes of the hour booked. Thames Campus Arena is based on a “45” minute hour. Ice users should be ready to go on the ice at the start time indicated on their rental permit. Where figure skating use results in additional ice repair, administration will impose a maintenance period on the figure skating group to ensure a safe ice surface, and will reduce the ice time according.

### **III. 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.

#### **IV. 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.

#### **V. 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.

#### **VI. Use of Storage/Equipment**

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

#### **VII. 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.

#### **VIII. Smoking**

Smoking is PROHIBITED in all municipal buildings and on all Municipal properties as outlined in the "Smoke-Free Chatham-Kent By-law 137-2014" and the *Smoke Free Ontario Act*.

#### **IX. Seasonal Ice Users**

All seasonal users must book ice to the end of ice season (last full week of March each year) with the exception of Jr Hockey Clubs (see item X for Jr 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.

#### **X. Junior Hockey Clubs**

Junior hockey clubs must book their ice up to and including the first two weeks of playoffs (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 contact 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.

## **XI. Seasonal Ice Users – Cancellation dates**

Organizations entering into Seasonal Ice Contracts may cancel up to 2 dates (Municipal arena wide) 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. (12 am to 12 am) 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.

**Please refer to section XVIII for details on cancellations due to weather or mechanical failure.**

## **XII. Seasonal Ice Contracts**

Standard form Municipal Contracts must be signed by the organizations 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 Supervisors 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.

## **XIII. 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 area where other users would have a 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.

## **XIV. Electronic Devices**

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

## **XV. Equipment Required**

Every user must wear skates on the ice and helmets are strongly recommended. Exceptions may apply if approved by the Facility Supervisor.

## XVI. 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 allocations.
- 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/Call Center offices, 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.

## XVII. Fees

- a. Ice/floor time rates and fees will be assessed at the current rates as established by the Municipality of Chatham-Kent.
- b. All rentals are payable prior to 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**—Prior to usage of ice or signing of contract. Total bill is divided into monthly payments (postdated cheques) based on the monthly totals reflected on the ice contract.
  - ❖ **Option Three**—Payments due on the dates outlined on the ice contract.

**Note:** Payment for additional ice booked above the contracted hours will be settled Dec 31<sup>st</sup> & March 31<sup>st</sup>.

Service fee of \$38.00 on all NSF cheques. After 2 NSF cheques, payment must be in the form of certified cheque, debit, credit card or cash.

1.25% interest per month on all outstanding accounts.

## **XVIII. Payment Terms & Cancellations**

### **Seasonal Rentals**

- a. All changes in ice/floor rentals must go through the Facility Allocation Assistant or the area Municipal Centre.
- 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** (i.e. Church groups, family gatherings and gathering of friends to play hockey)

- c. Payment must be made at the time of booking. Payments can be made over the phone with a credit card or at any Municipal Centre or Park Avenue Business Centre.
- d. Prime-time cancellation notice is a minimum of 48 hours, and is subject to an administration fee of \$18.00 per hour of cancelled time.
- e. Payments for ice booked in advance must be made Monday–Friday, 8:30 am–4:30 pm at any Municipal Centre or Park Avenue Business Centre.
- f. A deposit of 50% of the rental fee must be made for tournaments and other special events (other than regular contractual annual events i.e. Ontario Ball Hockey Championship, Western Ontario Section Skating Competitions, Hockey Schools, Ontario Tae Kwon Do Championships).
- 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 or Municipal Centre.
- h. The Municipality of Chatham-Kent, 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.

## **XIX. Concessions**

- a. Recreation Facilities Division 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 from 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.

## **XX. Contact us**

You can reach us by phone at 519-360-1998, Wheatley Area 519-682-0803 or email [CKrecfacilities@chatham-kent.ca](mailto:CKrecfacilities@chatham-kent.ca) for any questions or concerns. You can also find us on [Facebook](#).

Our main office is located at the Park Ave Business Centre, 25 Creek Rd, Chatham ON, N7M 0L1.

Stop by our web page & sign up for our new subscription [Arenas web page](#) & sign up for our new subscription service.

**Note:** For more information or alternative formats of this document, please email: [CKrecfacilities@chatham-kent.ca](mailto:CKrecfacilities@chatham-kent.ca)