



The Corporation of the Town of Tecumseh

Policy Manual

Policy Number: 101
Effective Date: September 1, 2019
Supersedes: N/A
Approval: RCM June 25, 2019

Subject: Ice Allocation

Purpose

- 1.0 The Corporation of the Town of Tecumseh Parks and Recreation Department [Town] has a goal to promote and encourage participation in ice sports to the overall benefit of the community. The Ice Allocation Policy [Policy] serves as a means to address the supply and distribution of indoor ice in a fair and equitable manner and the successful ongoing management of ice.

Town administration has the responsibility to manage the allocation and distribution of ice on a yearly basis to reflect population, registration, utilization and participation, in addition to applying municipal, provincial, and federal directives where required.

Definitions

- 2.0 “Fall and Winter Season” refers to the dates between September 1 and March 31.

“Spring and Summer Season” refers to the dates between April 1 and August 31.

“Recreation Programs” refers to recreational ice opportunities organized through the Parks and Recreation Department. These programs provide low cost access to recreational skating and hockey opportunities including, but not limited to, public skating, adult skating, parent and tot skating, and shinney hockey. These programs are provided based on need.

“Special Events” refers to Town recognized special events. These events may include one-off sporting, cultural or other types of events that affect the Town, or region and attract a large number of international and domestic visitors and

participants, with a high global media profile, which result in a substantial economic and business benefit for the host destination (i.e., Olympic Torch Relay, World Under 17 Hockey Tournament).

“Youth Partner Groups” refers to minor sports and partnerships who demonstrate their stability and viability for priority ice time access.

“Tournaments” refers to tournaments and special events hosted by the Town’s recognized Youth Partner Groups. Tournaments may also be hosted by seasonal organizations and other occasional users.

“Boards of Education” refers to publicly funded schools recognized by the Province of Ontario as an educational institution, located in the Windsor-Essex Area. School bookings include ice time allocation for regional events such as WECSSAA, SWOSSAA, and OFSAA.

“Seasonal Clients” refers to groups and/or individuals that use the ice facility on a weekly basis, who book two or less hours per week for an entire season.

“Occasional/Commercial Users” refers to organizations and/or individuals that use ice time less than 75% of the weeks in a season.

“Facility Use Agreement” refers to the written contract/agreement between the Town of Tecumseh and the individual and/or organization granting access to the arena ice facility.

“Account Schedule” refers to the detailed listing of dates, times, and fees that the permit holder is scheduled to access the arena ice facility.

Procedure

3.0 Ice Allocation

3.1 Client Priorities

Ice will be allocated according to the following priority levels:

- Priority 1: Town of Tecumseh Recreation Programs
- Priority 2: Special Events
- Priority 3: Youth Partner Groups
- Priority 4: Tournaments
- Priority 5: Boards of Education
- Priority 6: Seasonal Clients
- Priority 7: Occasional/Commercial Users

Conflicts that arise from scheduling requests will be resolved by the Town. The final decision will be made with consideration being given to the following factors (listed in no particular order):

- i. User group historical ice allocation;
- ii. The degree in which the user group's ice time requests have been met, apart from the ice time request in conflict;
- iii. The type of user group (i.e. youth) as it relates to the time of day;
- iv. Sport(s) requirements of groups involved. This may include requirements of governing sport bodies and logistics involved in the sport(s); and
- v. Other applicable Town policies.

3.2 Representation

In order to minimize conflict and to effectively serve customers, the Town requests all groups and users to elect no more than two representatives to serve as a communications liaison between the Town and their respective group. Communications between the groups and the Town will be channelled through these representatives at all times.

When scheduling ice time for new seasons, the Town will request each group for updated information about their representatives.

3.3 Scheduling Periods

Fall and Winter Season:

The deadline for requesting ice time is August 1st. Applications submitted after this deadline will be considered, but there is no guarantee for times and dates requested. Groups are encouraged to submit applications well before the deadline to ensure that the application has been received.

There is no guarantee that groups will receive the ice time requested, even if they submit applications before the deadline.

Spring and Summer Season:

The deadline for requesting ice time is February 15th. Applications submitted after this deadline will be considered, but there is no guarantee for times and dates requested. Groups are encouraged to submit applications well before the deadline to ensure that the application has been received.

There is no guarantee that groups will receive the ice time requested, even if they submit applications before the deadline.

3.4 Scheduling Ice Time

Ice time is the property of the Town and no organization, group, or user has ice reserved from year to year; however, it is a general understanding that discussions regarding ice time for the forthcoming season shall be based on the previous year's schedule, unless otherwise noted in this policy. No ice time shall be scheduled for the new season until all outstanding invoices have been paid in full.

3.5 Signed Facility Use Agreement / Contract

The Town will provide to the user's representatives a Facility Use Agreement [contract] and account schedule listing all ice time allocated to the user for the season. The signed contract is due to be returned a minimum of one (1) week after the receipt or a pre-set deadline as determined by the Town each year.

3.6 Contract Amendments

3.6.1 Added Ice

All ice hours added to an existing contract will be final on the date issued and accepted.

3.6.2 Transferred Ice

No person, organization, association or minor sports group shall transfer or sublet/sub-lease, or permit to be transferred any ice allocation or part thereof, for value otherwise. All ice transfers must be done through the Parks and Recreation Office.

If any person, organization, association or minor sports group transfers or sublets/sub-leases, or permits such transfer of any ice allocation, their facility rental contract shall be terminated.

3.6.3 Ice time modifications/delays/cancellations made by Town

The Town will make every effort to accommodate ice requests in accordance with this policy. The Town reserves the right to switch which ice pad will be used by groups; reasons may include but are not limited to scheduling conflict, scheduling errors, or ice maintenance requirements.

Due to unforeseen circumstances, in the event of scheduling delays, group times may be delayed thirty (30) minutes to allow for the correction of these situations.

Time slots that are delayed for thirty (30) minutes or less, with the opportunity of receiving full ice time, are not subject to refunded ice time. Groups that are delayed for thirty (30) minutes or more may be considered for a refund by the Parks and Recreation Department.

The Town may cancel ice at any time in the event of tournaments, play-offs, and special events. In the event of a cancellation, the Town shall, whenever possible, notify the designated representatives for the user group involved. The Town encourages users/groups to reschedule rather than cancel ice time.

Any cancellations caused by storms, floods, power failure, acts of God, or business interruptions caused by mechanical failure of the Town's equipment, will be considered unavoidable and the user will not be charged for cancellations of this nature, nor will the Town be held responsible for any losses, whatsoever, arising from cancellations for circumstances outlined in this section.

3.6.4 Ice Cancellation Made By User

Once a Facility Use Agreement has been signed, the Customer may cancel a scheduled facility rental in accordance with the Terms and Conditions listed within the Facility Use Agreement without penalties.

Customers that cancel a scheduled facility rental that is within a period of time that is subject to penalties, the penalty fee will be applied on a per hour basis in accordance with the Fees and Charges Bylaw.

Example:

If the original time cancelled was for three (3) hours, the fee would be 3 x cancellation fee = charge to user.

In the event that the Town is able to rebook the time cancelled, there will be no cancellation penalty.

If the Town is able to partially rebook the scheduled time, the time not able to be rescheduled will be charged the penalty.

Example:

If the original time cancelled was for three (3) hours, and the Town rebooked two (2) hours, the fee would be 1 x cancellation fee = charge to user group.

The Town reserves the right to negotiate specific terms with individual user groups regarding ice cancellations. Negotiated terms will supersede this section of the policy.

3.6.5 Continued Cancellations

If groups/users show a continuous record of cancellation of ice, or the giving back of unused allotted time, the Town reserves the right to lessen time allocated in the following season.

4.0 Facility Operations

4.1 Flood Schedules, Dressing Rooms and Equipment

The Town will only book ice in half hour increments.

Hourly ice rental is based on 50 minutes of ice use and 10 minutes of surface cleaning. The Town requires that all groups supply ice use schedules and resurfacing requirements to the Town a minimum 48 hours prior to the event. The Town reserves the right to accept or modify ice flood requirements to ensure safety and operational efficiencies.

Rentals include the use of the dressing room(s), score clock and two hockey nets. The Town reserves the right to allocate dressing rooms based on the number of participants and/or teams using the ice.

Town equipment inventory includes temporary divider boards and pads that are available for use by user groups upon request. Requests should be made in advance. Time allocated to accommodate set-up and removal of the temporary divider boards and pads will be included within the 1-hour rental schedule.

Example:

Rental time 6:00 PM to 7:00 PM
Equipment set-up 6:00 PM to 6:05 PM
Ice time 6:05 PM to 6:45 PM
Equipment removal 6:45 PM to 6:50 PM
Ice resurfacing 6:50 PM to 7:00 PM

4.2 Curfew Times

The Town reserves the right to curfew any games, including tournament games to maintain the schedule submitted and will consider cancellation of any or all permits if the user does not cooperate with implementation of this Ice Allocation Policy.

Users are responsible to advise the Parks and Recreation Department of any special requirements regarding curfews at the time the schedules are confirmed.

The Town acknowledges that there are special circumstances where a curfew cannot be implemented (ie: Playdown game). It is the Organization's responsibility to account for potential extended playtime within their schedule

timeslot as noted in Section 6.2. In the event the activity cannot be completed within the scheduled time, the Town will respect the non-curfew request. Should this occur, Section 3.6.3 will apply.

4.3 Facility Code of Conduct

The Town requires that all ice users follow safety practices. Individuals observed on the ice surface without helmets, sitting on boards, and/or putting pucks and water bottles on the ice surface before the Ice Resurfacer's doors close will be noted and discussed with the group's representatives. Failure to comply with these and all other ice safety rules can result in the cancellation of ice time for the disobedient group.

To encourage appropriate behaviour and activities to promote a safe and positive atmosphere, it shall be understood that the group/user/organization/team that rents from the Town must take primary responsibility for the behaviour and actions of all persons associated with their program or event.

Respect for the facility and all facility staff is expected at all times from ice users of the ice, commentators, and spectators. The Town reserves the right to request that people who do not comply with this section of the Policy leave the premises. Failure to comply with the requests of the Staff will result in the Tecumseh OPP being called.

In the event of a participant, spectator, or commentator being asked to leave the premises, a forty-eight (48) hour "cool down" period will be enacted. After forty-eight (48) hours, the individual asked to leave may call the Parks and Recreation Department to set up a meeting so that their actions may be discussed.

The Town would like to thank everyone for cooperating with the Policy. These activities and others that are prohibited are to ensure that all participants, spectators, and commentators are safe and respected when enjoying the facilities.

5.0 Processing of Seasonal and League Ice Applications and Permits

5.1 Permits

The Town recognizes its partners and long time customers, and recognizes the significant positive impacts these partners and customers provide to the community. Priority for these users will be booked based upon the allocation policies set through this Policy.

5.2 Payment Plans

Upon signing the Rental Agreement, the customer shall pay all fees determined by the Town in accordance with the Town's Fees and Charges Bylaw unless the agreement is subject to other payment terms.

For seasonal and/or recurring rentals, the first month's payment is due upon signing. Remaining payments shall be made monthly on the first of the month by preauthorized debit.

A service charge, according to the Town's Fees and Charges Bylaw will be applied to all NSF cheques.

6.0 Processing of Tournaments and Special Events Applications and Permits

6.1 Permits

The Town recognizes the significant positive impacts that tournaments, special events, and championships can provide to the community. In order to accommodate these events and minimize disruptions to regular programs and league play, the Town will attempt to schedule these tournaments in times that are least disruptive to users.

The Town will effectively manage any client requests for tournaments and special events amendments or cancellations with the goal of minimizing administrative, revenue, or operational impacts. When changes or cancellations are requested, the guidelines outlined in the Policy and Fees and Charges Bylaw will be applied.

6.2 Buffering Period

The Town recognizes that in a tournament setting there may be a number of factors that may arise which can impact Tournament scheduling.

In order to reduce scheduling errors and allow for unforeseen issues that may arise, the Town requires that major tournaments and special events book up to an hour grace period before and after allotted ice times.

Set-up/tear-down time must be reserved/scheduled with Town Staff. Applicants will not be allowed to access to the Facility outside of the time in the Agreement.

6.3 Payment Plans

Upon signing the Rental Agreement, the customer shall pay all fees in accordance with the Town's Fees and Charges Bylaw unless the agreement is subject to other payment terms.

For multi-day special events and tournaments, payment in full is required two (2) weeks prior to first rental date.

A service charge, according to the Town's Fees and Charges Bylaw will be applied to all NSF cheques.

7.0 Insurance

It is mandatory for all facility users to carry liability insurance when renting a facility through the Town. The Customer shall provide proof of liability insurance with a minimum coverage of \$2,000,000 upon booking the event, covering the risks indemnified in the Facility Use Agreement indicating the Corporation of the Town of Tecumseh as an additional name insured.

Users may choose to purchase insurance through the Town of Tecumseh (if applicable) or provide proof of insurance upon booking.

Dependent on the size and nature of the event, additional insurance may be required by the Town.

Related Documents

- Facility Use Agreement [Contract]
- Account Schedule
- Fees and Charges By-Law
- User Insurance policy