



City of Sarnia  
Arena Administration and Allocation  
Policy and Procedures

**1.0 INTRODUCTION**

The City of Sarnia:

Our MISSION is accountable governance of our resources to deliver public services effectively.

Our VISION is that as a progressive, caring waterfront community with a solid economic base, Sarnia maximizes its potential for growth and prosperity for the benefit of its people.

Our VALUES are that City Council and City Staff will treat people in a manner that reflects our values of:

Caring, Leadership, Accountability, Integrity, Quality, Creativity

**Purpose of Policy**

The City of Sarnia Parks and Recreation Department wishes to promote, maximize and optimize arena facility usage and to have age appropriate times available to user groups. The City has an inventory of five arena pads: Sarnia Arena (single pad), Clearwater Community Centre (twin pad) and the Sarnia Sport and Entertainment Centre (twin pad).

The City of Sarnia Arena Facilities are primarily for Sports and Recreation use in support of the Community.

The purpose of this policy is to:

- Clearly define and communicate how ice/floor time will be managed, allocated and distributed
- Serve as a guide for the ice/floor allocation process
- To meet the City of Sarnia’s fiscal fitness policy and plan
- Promote and encourage participation in sports to the overall benefit of the community.
- Guide user groups through the process of booking ice/floor time.

The policies identified in this document establish and clarify the City’s responsibility for ice/floor allocation, facility administration and its commitment to the management of:

- Fair and equitable ice/floor allocation that maximizes use of the facility;
- Fiscally responsible ice/floor facility operations;

- Processing of tournament, special event and seasonal ice/floor rentals;
- Special event management;
- Annual affiliation process reporting
- General administration requirements;
- Facilitate opportunities for active and healthy lifestyle;
- Safe and accessible services for all people

## **2.0 ALLOCATION RESPONSIBILITY**

In the City of Sarnia, the Parks and Recreation Department has the responsibility to manage the allocation and distribution of arena ice/floor time on an annual basis to reflect population, registration, utilization and participation patterns. The Parks and Recreation Department is responsible for the implementation of the policies as outlined.

## **3.0 FACILITY OPERATIONS**

The City of Sarnia will responsibly manage its' arena resources to ensure optimum usage and programming and will reflect the goals of the City's Fiscal Fitness Policy and Plan. The day to day operations of the City's Recreation Facilities containing the ice/floor pads will be the responsibility of the Arena Staff in the Parks and Recreation Department.

The policy will be reviewed annually in April by the Parks and Recreation Department. City staff will update, as necessary, relevant portions of this document to be approved by City Council. The staff responsible for Arena Ice Allocation and Ice/Floor Facility Operations will work in a cooperative manner in the implementation of this policy.

## **4.0 ALLOCATION PRIORITIES**

### **4.1 Scheduling Priorities**

Arena ice/floor time will be allocated utilizing the following order of priority, with reasonable considerations:

1. City of Sarnia Programs and Services
2. Special Events and Tournaments
3. Junior Hockey (i.e. – Sarnia Sting & Sarnia Legionnaires)

4. Resident Minor Sports Groups
5. Resident Adult Groups
6. Not for Profit Community Organizations
7. Private Commercial or For Profit Organizations
8. Non-Resident Youth or Adult Groups

## **4.2 Definitions of Groups**

**City of Sarnia Programs and Services:** The City provides access to recreational ice/floor opportunities through municipal skating programs. Programs provide low cost access to recreational skating and hockey opportunities organized through the Parks and Recreation Department. Opportunities include, but are not limited to, public skating, adult skating and shiny hockey or other ice/floor programming. Programs are provided in response to need and the provision of such programming is reviewed in conjunction with the review of this policy.

**Special Events & Tournaments:** The City of Sarnia encourages an active role for the City in facilitating, enhancing and promoting festivals and special events in the City. Special events would include, but are not limited to music concerts, shows, circus, or other entertainment related events. Generally tournaments and special events are competitions hosted by recognized City minor sport groups. They may also include events of regional or provincial significance. Tournaments may also be hosted by Seasonal organizations and other occasional users such as men's hockey leagues. Tournaments and Special Event time is allocated above and beyond a group's regular season allocation. The City would continue to encourage existing tournaments and special events.

### **Resident Minor Sport Groups:**

- i. A not-for-profit recreational group based in the City of Sarnia, dedicated to minor sports (18 and under) and with the majority of participants residing in the City.
- ii. An established provider of quality recreational programs, primarily for youth.
- iii. The main provider of its particular activity for youth in the City of Sarnia.
- iv. Organizations recognized as Minor Sports must also:
  - a. Have constitutions
  - b. Be incorporated

- c. Have an auditable annual financial statement
- d. Be affiliated with a recognized regional, provincial or national organization. The choice of this affiliation is at the discretion of the minor sport group. (If the status of a minor sports group comes into question, the group may be required to reproduce documentation indicating the conditions under which it was granted partner status still apply) The listing of minor sport groups is found on Appendix 'B'.

**Resident Adult Groups:** Groups in this category are defined as groups that use a facility on a weekly basis for an entire season. Examples include men's or ladies hockey, pick up hockey groups etc. The City wishes to recognize long term groups. "Grandfathered" status will try to provide existing clients (prior to 10/11 season) access to historical ice/floor (same or similar date or time) to all seasonal clients that have had the same hour(s) for two or more consecutive years prior to 2010/11.

The City reserves the right to change the ice/floor allocated to "grandfathered" clients when facility closures or restrictions must be applied, when ice/floor schedules negatively influence operational/program efficiencies and resident demands or to meet the core requirements of the City's minor sports groups.

In these circumstances, every attempt will be made to find an equitable ice/floor time replacement.

If a designated "grandfathered" group disbands or fails to apply for ice/floor time in consecutive ice seasons, they will lose their "grandfathered" status. If they reapply in a subsequent season, they will be treated as a new client. The "grandfathered" designation is not transferable.

**Not-For-Profit Community Organization:** A publicly funded school or a not-for-profit school recognized by the Province of Ontario as an education institution located in the City of Sarnia. School bookings, including high school hockey and intramural teams are administered on a first come, first serve basis through the Parks and Recreation Department. Duly recognized Service Clubs and Charitable Organizations are also part of this category.

**Private Commercial or For-Profit Organizations:** These groups are organizations or individuals that use ice/floor time with the intent of generating positive net income (profit).

## **5.0 ENTITLEMENT AND DISTRIBUTION**

### **5.1 Weekly Hours of Entitlement and Distribution to Minor Sports Groups**

On an annual basis, the City's Affiliated Groups shall provide registration data for the previous year or for the upcoming year if this information is available. This information will be provided annually by the 31st of January.

The ideal ice/floor time allocation for various age and competition levels for hockey and skating shall be considered and is the ultimate goal in the allocation of ice/floor to the Affiliated Youth Groups. The recommended standards will include but may not be limited to Alliance Hockey Association, Skate Canada, etc. This allocation will be the goal of this policy. This information will establish the ideal ice/floor allocation to each group.

### **5.2 Time Period Entitlements and Restrictions**

All Affiliated youth groups will receive an equitable distribution of prime and non-prime hours in accordance with Section 5.1. Minor sport groups in the future may be required to have a minimum of 10% (minimum 1 hour) of ice time as non-prime ice.

All Affiliated youth groups, regardless of gender, level of competition, and total hours of entitlement shall not receive relatively more or less prime time access than a similar client.

Adult ice/floor time will not be allocated prior to 9 p.m. except where an earlier time may reflect a historical (aka "grandfathered") ice/floor time. The City retains the right to provide ice/floor time only at same or similar time. No ice/floor time slot is guaranteed. Exceptions may be granted where the requirements of youth and City recreational users are being met where ice/floor time is available and not required by youth.

## Fall, Winter, Spring & Summer–Prime and Non-Prime

Prime Time	Monday to Friday	5pm to Closing Hours*
	Saturday and Sunday	Open to Closing Hours*
Non-Prime Time	Monday to Friday	Open to 5pm

\*Closing Hours may vary from arena to arena

### 5.3 Deadlines for Ice/Floor Time Requests and Timing of Allocation

When forwarding ice/floor time requests to the Parks and Recreation Department, the following time frames are essential. The date for final determination of ice/floor time is also indicated.

Fall/Winter (Sept 1 – Mar 31)		Spring (April 1 – June 30)		Summer (July 1 – Aug 31)	
<i>Request</i>	<i>Allocated*</i>	<i>Request</i>	<i>Allocated*</i>	<i>Request</i>	<i>Allocated*</i>
April 1	May 15	Dec 1	Jan 15	March 1	April 1

\*Allocation timing is a goal and may be subject to change by the City of Sarnia.

### 5.4 Conflict Resolution

Ice/floor time conflicts that arise will be highlighted by the Parks and Recreation Department. The Parks and Recreation Department will attempt to resolve the conflict in a manner consistent with the policy. Should a conflict remain, the groups will be asked to submit in writing the rationale for their requirement of the ice/floor time in conflict. The following factors will guide the final decision:

- Historical ice/floor allocation
- The degree in which the user group ice/floor time requests have been met, apart from the ice/floor time request in conflict and number of participants affected
- The age of the user group as it relates to the ice/floor time in conflict
- Residency of user group

Should the conflict not be agreed upon following the above resolution process, final allocation decisions will be made by the City of Sarnia.

## **6.0 PROCESSING AND MANAGEMENT OF TOURNAMENTS AND SPECIAL EVENTS**

The City is committed to achieving a balance between recreational and tournaments/special event use during the regular fall/winter ice season. New tournaments will only be permitted where ice time permits in accordance with the terms outlined in this policy. The goal of the Parks and Recreation Department is to minimize the impact of tournaments on regular programs and league play.

## **7.0 PROCESSING AND MANAGEMENT PROCESS**

Controls must be in place to minimize the negative impacts that unused, returned, amended and cancelled ice/floor time have on the arena system operation and its users. As such the Parks and Recreation Department will apply all guidelines outlined in this policy to reasonably and responsibly manage unused ice/floor or changing needs once permits have been issued.

### **7.1 Signed Contract/Permit**

The Parks and Recreation Department will provide to the user, a Rental Contract/Permit listing all time allocated to the user for the season based on timing in Section 5.4. The signed Rental Contract/Permit is due to be returned no longer than 10 days from receipt.

### **7.2 Changes to Signed Contract/Permit**

The Parks and Recreation Department will make every effort to accommodate ice/floor allocation requests in accordance with this policy. Users with overdue accounts may, at the discretion of the Parks and Recreation Department, have their permit cancelled and/or lose their grandfathered status. Overdue accounts will be subject to an interest penalty as per standard City rate. Once the Parks and Recreation Department has received the signed contract/permit, the user agrees that all times listed in the contract/permit will be paid on the first day of each month, from the beginning of the ice/floor season to the end of the ice/floor season, with no right of cancellation except for the following:

a) If the user refuses to use the facilities due to unsuitable surface conditions provided the Facilities Manager or staff on duty is in agreement, or



- b) If roads within the City are closed or police are warning people to stay off roads within the City as confirmed by the Parks and Recreation Department or
- c) If the City cancels ice/floor time due to holidays, safety concerns, mechanical breakdowns, weather conditions or emergency closures, or
- d) If the City cancels due to a significant or high profile event per Section 7.6.

**7.3 Transferred Ice/Ice Trades/Sub Leased Ice (or Floor)**

The City is the sole authority for all ice/floor times. The practice of transferring, trading or sub-leasing ice/floor time between permit holders is NOT allowed. It is recognized that last-minute changes to the intended use of the ice/floor may occur under infrequent and unforeseen circumstances. The City must be aware of and be able to control the intended use of all ice/floor permitted within its facilities at all times. The Parks and Recreation Department must be notified by the permit holder, even after the occurrence, of any ice/floor time that was not used or was used by someone other than the permit holder. In this event, the Parks and Recreation Department will make every effort to reallocate the cancelled ice/floor time based on the priority outlined in this policy. If this available ice/floor time is not booked to another user, the original permit holder will be responsible for payment of that ice time.

**Failure to notify the Parks and Recreation Department may result in termination of the permit and cancellation of future bookings.**

**7.4 Contract Cancellation**

Once an ice/floor rental contract has been signed, the following cancellation policies are in effect. The minimum amount of time that can be cancelled is one (1) hour.

If a user is unable to fulfill their seasonal commitment and regularly cancels ice/floor time requested, the City reserves the right to make a permanent adjustment to the user’s next year allocation.

<b>Client</b>		<b>Cancellation Period</b>
Affiliated Club/Leagues	Youth	Prior to the seasonal commitment, <u>30 days written notice</u> to the PARKS AND RECREATION DEPARTMENT is required to receive full permit refund.
Affiliated Clubs/Leagues	Adult	Once the season has started, <u>fourteen (14) days</u>

<b>Client</b>	<b>Cancellation Period</b>
<p>Youth Club Leagues</p> <p>Adult Club Leagues</p>	<p><u>written notice</u> to the Parks and Recreation Department is required to receive full permit refund. Minor Sports groups may not cancel non-prime ice/floor time unless a minimum of 10% is maintained.</p> <p>Where a user regularly cancels an ice/floor time using the 30 day cancellation policy, the City reserves the right to adjust the permit and cancel this time for the remainder of the season.</p> <p>In either case, if the Parks and Recreation Department receives less notice than is required and is able to book the ice/floor time, a full refund will still be provided</p>
<p>Tournaments and Special Events</p>	<p><u>60 days written notice</u> to the Parks and Recreation Department in order for full refund. A partial refund of 25% shall be given with 30 days written notice to the Parks and Recreation Department. In this event, the Parks and Recreation Department will make every effort to reallocate the cancelled ice/floor time based on the priority outlined in this policy. In either case, if the Parks and Recreation Department is able to book the ice/floor time, a refund will be provided.</p> <p><u>Skate Sarnia</u> For Competitions/Test days sanctioned by Skate Canada, Skate Sarnia may cancel up to 30% of the booked ice no later than 14 days prior to the test day.</p> <p><u>Sarnia Hockey Association, Sarnia Girl's Hockey, Lambton Jr. Sting AAA &amp; Others</u> To promote tournaments, users may cancel up to 30% of the ice time booked no later than 14 days before the first day of the tournament.</p>
<p>Commercial Groups</p>	<p>30 days written notice to the Parks and Recreation Department in order for full refund. Where less than 30 days written notice is provided, a refund will only be given if the Parks and Recreation Department is</p>

Client	Cancellation Period
	able to rebook the ice/floor time.

### 7.5 City of Sarnia Program Cancellations

In order to minimize user frustration, dissatisfaction and other negative impacts, the City will not cancel City programs and leisure skate times, with the exception of the following:

- i. Significant and high profile events or as directed by Council
- ii. Low registration in programs
- iii. Emergency shut down situations or ice/floor maintenance
- iv. City run or sponsored programs on special days (i.e. - Family Day)

Where such cancellations are necessary, the Parks and Recreation Department will make reasonable efforts to notify users of such programs.

### 7.6 Permit Cancellations by the City of Sarnia

The City reserves the right to reasonably postpone, reschedule or cancel any permit due to various circumstances. The City reserves the right to cancel a permit or portion of a permit without notice or refund should there be a breach of conditions or regulations or should the City be of the opinion that the facilities are not being used for the purpose contained in the application or for a significant or high profile event as approved by Council.

## 8.0 GENERAL ICE MANAGEMENT

### 8.1 Ice Flood Schedules & Dressing Rooms

Rental of ice time is based on a "50 minute hour". The time that the Licensee may actually use the ice would be 10 minutes after the hour or half hour that is listed as the start time on the Rental Contract.

Minimum of one hour bookings required, with increments of 30 minutes thereafter.

The City requires that all groups supply weekly ice use schedules and flood requirements to the Arena Supervisor or designate on a weekly basis during the season.

The City reserves the right to accept or modify ice flood requests to ensure operational efficiencies.

The City reserves the right to allocate dressing rooms based on the number of participants and/or teams using the ice and other uses occurring in the facility. User groups shall receive a dressing room 30 minutes prior to their rental and are entitled to that room for a maximum of 30 minutes after rental.

The City will not be responsible for any lost, damaged or stolen goods or money whether from a dressing room or elsewhere. Further, the consumption of alcohol or drugs on the Arena premises is strictly prohibited and, as per the Smoke Free Ontario Act, the smoking of tobacco in public places, including any portion of the Arena is prohibited.

## **8.2 Curfew**

The City 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 Arena Administration and Allocation Policy.

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

## **8.3 New Organization or Emerging Sport**

When reasonable, the City will recognize a new organization or emerging ice/floor sport and will make reasonable effort to allocate ice/floor time to enable it to establish its programs and services in the City. Recognition and ice/floor allocation will occur once the conditions and criteria outlined in this policy are met and if existing users will not be adversely impacted. New organizations/programs will be accommodated only to provide for unmet community needs.

Where possible, the development of new programs or the expansion of groups should be encouraged to be extensions of organizations already established (i.e. creating umbrella organizations).

## **8.4 Holidays/Opening Arena Outside of Standard Hours of Operation**

New Year's Day:           Closed

Family Day:	Open at 12:00 Noon
Good Friday:	Closed
Easter Sunday:	Closed
Easter Monday:	Closed
Victoria Day:	Closed
Civic Holiday:	Closed
Labour Day:	Closed
Thanksgiving Monday:	Open at 3:00 PM
Christmas Eve:	Closed at 3:00 PM (bookings end at 2:00 PM)
Christmas Day:	Closed
Boxing Day:	Closed
New Year's Eve:	Closed at 3:00 PM (bookings end at 2:00 PM)

The opening of arena facilities on statutory holidays when they are normally closed, or beyond established operating hours (as defined by the Arena Allocation Policy) will be considered only if the applicant agrees to pay for the full operational costs for such an opening and pending the availability of staff. Application does not guarantee approval. All ice/floor time will be at minimum the prime time rate during statutory holidays. Limited hours will be available on holidays at the S.S.E.C.

## **9.0 GENERAL ADMINISTRATION**

### **9.1 Ice/Floor Request Application Process**

All applicants and users must submit all requests for permit applications (ice/floor time) amendments and cancellations on City approved Facility Application Request Form found in Appendix B.

### **9.2 Ice/Floor Request Application Rejection Process**

The City reserves the right to reject application and requests from users who submit forms which are not complete or contain incorrect information.

### **9.3 Arena Allocation and Management Policy and Procedures Review and Update**

The Arena Allocation Policy will be reviewed on an annual basis, initiated by the Parks and Recreation Department.

#### **9.4 Insurance Requirements for ALL Facility Users**

The organization shall, at all times during which it is allocated ice/floor time in the City Recreational Facilities, arrange, pay for and keep in force and effect Comprehensive General Liability Insurance on an "occurrence" basis including personal injury, bodily injury and property damage protecting the Corporation of the City of Sarnia, its elected officials, its employees, agents and contractors (hereinafter "Released Persons") and the organization against all claims for damage or injury including death to any person or persons, and for damage to any property of the Released Persons or any public or private property, howsoever caused including damage or loss by theft, breaking or malicious damage, or any other loss for which the Released persons or the organization may become liable resulting from the organization's use of ice/floor time in the City facilities. Such policy shall be written with inclusive limits of not less than Two Million Dollars (\$2,000,000), shall contain a liability clause, a severability of interest clause, and shall be primary without calling into contribution any other insurance available to the Released Persons as additional insured parties. The Corporation of the City of Sarnia shall be named as an additional insured.

The organization shall release each of the Released Persons and waives any rights, including rights of subrogation; it may have against them for compensation for any loss or damage occasioned by organization or loss of use of property of the user.

The organization shall provide certificates of insurance showing the coverage as required above to the Parks and Recreation Department prior to first ice/floor time booking. The certificates shall include the obligation on the part of the issuer of the certificates to endeavour to provide 30 days written notice of cancellation to the users. Upon expiry, documents showing renewed coverage are again to be provided and the organization will make policies available to the City for review from time to time and in the event of a claim.

#### **Purchase Insurance through the City**

Effective January 1, 2016, users may purchase insurance through the City of Sarnia if the group or organization does not have the required

Comprehensive General Liability Insurance. Please contact the Parks and Recreation Department to obtain the current Rates & Fees schedule.

### **9.5 Annual Affiliation User Group updates**

Each season before a user group can submit their ice/floor time requests to the Parks and Recreation Department, an update of their affiliation process must have taken place. See form entitled City of Sarnia Sport League Affiliation Application.

## **9.6 Payment and Fees**

N.S.F. payments may result in automatic cancellation of ice/floor times booked and that the current fee of the City for N.S.F. payment will apply. At the discretion of the City, no further ice/floor time will be permitted until all outstanding accounts are paid to the City.

Additional fees will be charged for ice/floor rentals that exceed their allocated time as outlined in the rental contract/permit based on the currently hour rate. This fee will be automatically added to the permit/contract

### **Payment Schedule**

a) Affiliated Youth Club/Leagues, Affiliated Adult Clubs/Leagues, Youth Clubs/Leagues and Adult Club Leagues

- Due at the beginning of the month as indicated on rental schedule unless otherwise agreed upon by both parties.
- Interest penalty of 1.25% per month or 15% per annum will be charged for default of payment (as per the City's policy)

b) Occasional or Commercial Users:

- Payable at time of booking the ice/floor time.

Any balance outstanding beyond thirty days from the date of billing may be assessed a late payment charge, at a maximum amount of 15% per annum or 1.25% per month (as per the City's policy) charged on the first day of default and on the first day of each calendar month that the principle remains unpaid. Any group/organization, after two months of non-payment of their outstanding invoice will have their ice/floor time cancelled until full payment is received.