
DEPARTMENT: RECREATION**TITLE:** Ice AllocationMinutes reference date:

PURPOSE:

The purpose of the ice allocation policy is to provide a set of consistent guidelines for ensuring fair and equitable ice time that allows optimal facility utilization.

This policy applies to all ice user groups who use the Oxford Arena.

POLICY STATEMENT:1. Operating Season

As the general guideline, the length of the ice season will be from October 1st until April 15th. The length of the season will be determined annually by the Town of Oxford in consultation with local user groups. All user groups that rent ice on a regular basis may be invited to an annual user group meeting. The ice season will be based on the following criteria in no specific order.

- Local ice user demand
- Cost effectiveness/best practices
- Equipment facility requirements
- Availability of staff

Variation of hours and season extensions will be considered based upon

- Availability of staff
- Local ice user demand
- Cost of operation
- Equipment / facility requirements

Season extensions may require a universal hourly rate due to increased costs of operations.

The Arena may be closed for regular operations on:

- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- New Year's Day
- Heritage Day
- Good Friday
- Easter Sunday

2. Rates and Fees

Rates and fees are set out in the Town's User Fees Policy, and are reviewed annually.

3. Ice Allocation Guidelines

The Town of Oxford reserves the right to allocate ice time to maximize the rental of available ice time in order to increase the sustainability of the Arena.

It is recognized that it is advantageous to maintain a reasonable amount of consistency with ice time scheduling from year to year; therefore, consideration shall be given to the allocation of ice time based on the previous year as well as demand.

Ice time is not guaranteed to any user until a final schedule is received and approved by the Recreation Department.

4. Ice Allocation Process

Ice allocation time line (to be used as a guideline; actual date will vary from year to year.)

- September 10th – "Ice Requests" are due by previous ice season user groups. Requests are to include regular ice schedule and special event schedule.
- September 25th - Draft schedule is sent to previous ice user groups with meeting date reminder.
- August 31, 2016 - Possible user group meeting facilitated by the Recreation Department to discuss proposed ice schedules and special events.
- October 5th – Revisions to drafts completed and tentative schedule released.

5. Ice Re-Allocation

The Recreation Department reserves the right to re-allocate ice time in the event of cancellations.

6. Special Events and Tournaments

Special event and tournament requests must be submitted at the same time as regular ice requests.

7. General ice and Facility Management

7.1 Ice flood schedules

All ice booked consists of a 60-minute hour. 15 minutes is allocated for normal resurfacing.

Where groups have several consecutive hours of ice rental, the ice is considered a block. Resurfacing time is considered part of the block.

Resurfacing schedule is at the sole discretion of the Recreation Department and the Arena Attendant to ensure safe ice conditions. The decision to resurface the ice at any time is the sole discretion of the Arena Attendant. No persons are allowed on the ice until ice resurfacing machine and all Arena employees have left the ice surface and the doors have been closed.

7.2 Dressing Room

The Recreation Department and Arena Attendant reserve the right to allocate dressing rooms based on the number of participants and/or teams using the ice and other uses occurring in the Arena.

Any damages are to be reported to the Recreation Department or designate.

Dressing rooms will be available 30 minutes prior to scheduled agreement times and shall be vacated within 30 minutes of the expiration of the agreement time.

7.3 Alcohol, Tobacco & Smoke Free

Users shall comply with the provisions of the municipal alcohol and smoke free places policies and bylaws where applicable.

Alcohol beverages are strictly prohibited on the premises including dressing rooms, spectator areas, and the parking lot. Exception to the policy can apply through licensing approvals of the NSLC.

Tobacco use of any kind is strictly prohibited, including e-cigarettes. A designated smoking area in the outside parking lot will be made available.

Cannabis use of any kind is strictly prohibited on the premises.

Persons or organizations using the Arena shall not conduct themselves in a disorderly manner including the possession of illegal drugs, illegal alcohol consumption, use of foul language, misuse of facility or other illegal activity.

Should there be any contravention of the above noted conditions, the ice rental contract becomes null or void and the user shall pay the Town of Oxford for cleanup and/or repairs. The user shall be subject to an administrative review which may include the revocation of ice privileges without refund.

7.4 Curfew Ice

During special events and seasonal playoffs, all efforts will be made to maintain the Arena's regular ice schedule. However, should a game run over its scheduled time, the subsequent users will have their time adjusted accordingly. Users will be charged for extra time at the policy rate in effect at the time.

7.5 New Organization or Emerging Sport

When reasonable, the Recreation Department will recognize a new organization or emerging ice sport and will make reasonable effort to allocate ice time to enable establishment of its programs and services. Recognition and ice allocation will occur once the conditions and criteria outlined in the policy are met and existing users are not adversely impacted. New organizations/programs will be accommodated only to provide for and meet community needs and Arena sustainability.

7.6 Operating Arena Outside of Standard Hours

The opening of the Arena during times when it is closed, or beyond established operating hours may be considered if the applicant agrees to pay full operational costs for opening and pending staff availability. Application does not guarantee approval.

8. General Administration

8.1 Application

All applicants and users must submit all requests for ice time applications, amendments and cancellations on Recreation Department approved forms.

The Recreation Department reserves the right to reject applications and requests from users submitting forms which are incomplete or contain incorrect information.

8.2 Ice Allocation and Management Policy Review

The ice allocation policy shall be reviewed as determined necessary.

8.3 Payment of Ice

As a general principal, payment for ice time shall be made at the time of booking or in advance of usage. User groups making commitment for ice time in advance of the season, in accordance with the ice allocation policy, shall be invoiced on a monthly basis provided a signed contract is executed. User groups booking ice on a semi-regular basis throughout the season maybe invoiced on a monthly basis at the discretion of the Recreation Department. The Recreation Department reserves the right to cancel and reallocate ice time due to delinquent accounts.

The nonpayment of invoices issued or repetitive late payments may result in the denial of future rental.

The user shall be responsible for any damage incurred to the premises or property of the Town as a result of any act or omission of the applicant or the group named or their members. Damages which occur to the Arena facility shall be the responsibility of the group or individual who signs the rental agreement.

8.4 Cancellation

The Recreation Department requires five days' written notice for all cancellations, addressed to Recreation Department schedule or designate.

The Recreation Department may accept cancellations of ice time in the event that the vacant time slot can be filled. Should ice time not be filled, the user shall be held responsible for the payment of the rental.

In the case of inclement weather, the Recreation Department reserves the right to waive the cancellation requirements at its discretion.

The Recreation Department reserves the right to cancel any rental agreement upon notice to the user should the facility be required for emergency purposes.

The Recreation Department shall not be held responsible for any failure in supplying ice time due to circumstances beyond its control.

8.5 Sublet

The user shall not sublet or render to others the facility without written authorization from the Recreation Department.

8.6 Health and Safety

The Recreation Department strongly recommends that CSA approved safety equipment including head, eye and facial protection to be worn by all participants. The user shall advise their participants to wear such protection. The user shall have available an adequate first aid kit.

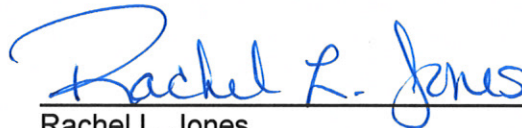
8.7 Insurance Requirements for all Ice Users

The organization shall provide certificates of insurance evidencing the coverage as required to the Recreation Department. Upon expiry, documents of renewed coverage are again to be provided and the organization will make policies available to the Town for review and in the event of claim.

Certification

I, **Rachel L. Jones, Chief Administrative Officer of the Town of Oxford**, do hereby certify that the policy, of which the foregoing is a true copy, was duly passed at a duly called meeting of the Town Council of the Town of Oxford held on the 21st day of October, 2019.

GIVEN under the hand of the Chief Administrative Officer and the corporate seal of the Town of Oxford this 22nd day of October, 2019.



Rachel L. Jones
Chief Administrative Officer

SCHEDULE A

Ice Rental Agreement

Renters Name: _____

Regular Season Ice Allocations:

Regular Day:

<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>

Amount of Rental Fee: Per Hour (Plus HST and any applicable taxes)

Please note that schedules may be adjusted to accommodate tournaments etc. You will be advised as soon as possible, if this is necessary.

Payment is due in full prior to designated ice time.

Note: Facility users are advised that the Town of Oxford reserves the right to pre-empt and/or cancel regularly scheduled activities.

Private rentals are not permitted to charge unless authorized by the Town of Oxford.

Facility User is responsible for the above charge, unless notice of cancellation has been given in advance (five days).

Signed: _____

Date: _____

SCHEDULE B

ARENA RENTAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20 _____

BETWEEN **THE TOWN OF OXFORD**, a body corporate having its Office at Oxford in the County of Cumberland and the Province of Nova Scotia (hereinafter called the "Town")

OF THE FIRST PART

- and -

(_____)
(hereinafter called the "Applicant"),

OF THE SECOND PART

WITNESSETH that in consideration of the Agreements hereinafter set forth, the Town hereby grants to the Applicant the right to use a portion of the building known as the "Oxford Arena" located at 70 Waverly St, Oxford, NS (hereinafter referred to as the "premises") on the days and for the times and purposes set forth herein, and the Applicant covenants and agrees to accept and use the said premises in the manner aforesaid subject to the covenants and agreements hereinafter set forth.

1. Definitions

In this agreement, the following words shall have the meanings set out hereunder.

"Ice time" means the time designated in **Agreement A between _____ and the Town of Oxford** that the Applicant has exclusive rights to use the ice surface of the premises during each week of the season as defined in this agreement.

"Season" means the days during the terms of this Agreement that the Town in its sole discretion has and maintains an ice surface in the premises.

"Special event" means an opportunity or an event which the Town, in its sole discretion, requires the use of the premises for itself or any other person, organization, association or corporation in priority to the Applicant.

2. Rental of Ice Time

The Town agrees to rent to the Applicant ice time in the premises during the season at the hourly rate and at the time(s) described in Agreement, attached hereto.

3. Rental Fees

The Applicant covenants and agrees to pay to the Town the total rental fee described in Agreement attached hereto at the times described therein as consideration for the rental of the premises.

4. Rights of Town on default

- (a) In the event that the Applicant shall default in making any of the payments described in Agreement the Town may at its option pursue any one or more of the following remedies:
- (i) immediately, upon such default, terminate this Agreement by written or oral notice to the Applicant; or
 - (ii) refuse to deliver possession of the premises until all of the payments have been made as described heretofore; or
 - (iii) re-let the premises for all or part of the times provided in Agreement
- (b) If this Agreement is terminated by the Town by reason of the Applicant's breach of any of the terms thereof, the Town shall not be obligated to refund or credit the Applicant for monies paid hereunder in advance and the Applicant shall be deemed to have forfeited any monies paid hereunder in advance.

5. Town's right to re-let or re-assign or cancel

Notwithstanding anything contained herein, the Town, at its option, may re-let the premises (in whole or in part), re-assign the ice time (in whole or in part), cancel ice time or upon written notice to the Applicant, terminate this Agreement, at any time without any obligation or liability to the Applicant excepting the obligation to refund the Applicant for any monies paid hereunder in advance.

6. Assignment, etc.

The Applicant covenants with the Town that the Applicant will not assign this Agreement or part There of or share the possession of the premises or any part thereof without the consent of the Town in writing and such consent may be unreasonably withheld.

7. Injuries, damages, etc.

The Town shall not be responsible in any way for any injury to any person, including death, or for any loss of or damage to any property belonging to the Applicant or invitees or licensees of the Applicant while such person or property is in or about the premises during the days and times set forth in Agreement including (without limiting the foregoing) any loss of or damage to any such property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the premises or any loss or damages caused by attributable to the condition or arrangement of any electrical or other wiring, heating or air conditioning equipment, notwithstanding that such injury, death, loss or damage be caused by defects in the building and equipment. The Applicant covenants to indemnify the Town against all loss, costs, claims, or demands in respect to any injuries, loss or damages referred to in this paragraph.

8. Termination caused by fire, strike or other cause

In any case the premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty, strike, lockout or unforeseen occurrence shall render the fulfillment of this Agreement by the Town impossible, then and thereupon this Agreement shall terminate and the Applicant shall pay rent for the premises only up to the time of such termination, and at the rate herein specified, and the Applicant hereby waives any claim for damages or compensation should this Agreement be so terminated.

9. Removal of effects

The Town reserves the right to remove from the premises all effects remaining in the premises after the time specified in Agreement at the expense of the Applicant or to charge \$10.00 per day for after the date specified on any property remaining in the premises.

10. Damage to building

If the premises or any portion of the building during the term of this Agreement shall be damaged by the act, default or negligence of the Applicant, or of the Applicant's agents, employees, patrons, guests, or any person admitted to the premises by the Applicant, the Applicant shall pay to the Town, upon demand such sum as shall be necessary to restore the premises to the condition that existed prior to the occurrence of such damage. The Applicant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or to any portion of the building by the consent of the applicant or by or with the consent of any person acting for or on behalf of the Applicant.

11. Right to eject persons

The Town reserves the right to eject an objectionable person or persons from the building and upon exercise of this authority through the employees of the Town, agents or police service provider, the Applicant hereby waives any right and all claims for damages.

12. Increase of insurance

The Applicant shall not do or permit to be done anything in or upon any portion of the premises or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the premises or any part thereof, or in any way increase any rate of insurance upon the building or property therein, and if any insurance rate shall be increased as aforesaid the Applicant shall forthwith, on demand, pay to the town the amount by which the insurance premiums shall be so increased.

13. Concurrent uses

The Town reserves the right to rent other parts of the premises (excluding the ice surface) at the same time as the rental of the premises to the applicant and the use of the lobby, vestibules, hallways, and other public rooms and facilities that may be made available to the Applicant in the discretion of the Town shall be concurrent with the use by such others as the Town may determine; PROVIDED that such renting to others shall not unreasonably interfere with the use of the premises by the Applicant. The Applicant understands and acknowledges that the

Applicant has no rights whatsoever to enter or use the areas in the building compromising the administrative offices of the Town, the mechanical rooms or any other areas specified by the Town.

14. Interpretation

Unless the contrary intention appears the words "Town" and "Applicant" shall mean respectively "Town, its successors and/or assigns" and if there is more than one Applicant this Agreement shall be read with all grammatical changes appropriate by reason thereof and all covenants and liabilities and obligations shall be joint and several.

15. Miscellaneous

- a) The Town may establish rules and regulations, from time to time, which shall be deemed, when receipt thereof is acknowledged in writing by the Applicant, to form part of this Agreement.
- b) All persons using the premises with the Applicant or under the Applicant's authority shall leave the ice surface upon the expiration of the ice time described in Agreement and vacate the premises no later than 30 minutes after the expiration of said time.
- c) The execution of this Agreement shall not in any way oblige the Town to execute a similar Agreement for the following or any other season and the Applicant shall not acquire any rights or privileges as a result thereof except as herein provided.
- d) At no time will the applicant be allowed to erect advertising, cause to have advertising displayed or erected anywhere on the premises without the written approval of the Town first obtained.
- e) The Tenant shall not, within the Arena or in the Arena parking lot, sell or offer for sale any goods, confectionery, soft drinks, wares or merchandise whatsoever without the permission of the Town first obtained in writing.

16. Insurance

The applicant shall supply to the Town of Oxford documentation of all insurance carried by the Association.

The Applicant covenants that they will place, maintain and keep in force, during the term of this Agreement, public liability insurance of \$1,000,000.00 Certificate of such coverage shall be furnished to the Town prior to the Applicant making use of said premises.

17. Commencement and Duration

This Agreement shall come into effect at the beginning of the season and continue until the end of the season.

18. Termination

This Agreement shall automatically terminate upon the following events:

- a) upon default by the Applicant of any of the terms hereof; or
- b) upon the Town's discretion pursuant to paragraph 5 hereof; or
- c) upon the events described in paragraph 8 hereof; or
- e) at the end of the season.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective corporate seals duly attested by the signatures of their respective properly authorized officers as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

APPLICANT

TOWN OF OXFORD

Signature

Signature

Printed Name

Printed Name