



TOWN OF ST. STEPHEN

POLICY

Title: **GARCELON CIVIC CENTER** Policy No. 61
ARENA OPERATIONS/RENTAL
POLICY Page 1 of 9
Effective Date: March 24, 2014
Approved by Council: March 24, 2014

1) Purpose:

The purpose of this policy is to establish guidelines and a framework in which the Arena area of the Garcelon Civic Center shall operate.

2) Authority:

It shall be the policy of the Town of St. Stephen to confer upon the Garcelon Civic Center Manager the authority and responsibility for implementation of the policies as contained herein.

3) Definitions/Terms:

- *User: refers to the organization or individual customer of the Town of St. Stephen's Garcelon Civic Center;*
- *Manager: refers to the Garcelon Civic Center Manager;*
- *Town: refers to the Town of St. Stephen;*
- *Advising Commission: Garcelon Civic Center Advising Commission;*
- *Council: Town Council of St. Stephen;*
- *Civic Center: Garcelon Civic Center.*

4) Responsibilities:

It shall be the responsibility of the Town to manage, allocate, and distribute ice times for the Garcelon Civic Center.

Council Shall:

- Approve fees and operations policies.

Garcelon Civic Center Advising Commission Shall:

- Advise and provide recommendations to the Manager on fees and operations policies;
- Participate in regular review of fees.

Garcelon Civic Center Manager Shall:

- Ensure compliance with the Arena Operations/Rental Policy;
- Review and recommend to Council any changes or amendments to the Arena Operations/Rental Policy;
- Review and recommend to Council and Advising Commission all fees;
- Analyze and evaluate all proposed fees.

Garcelon Civic Center Staff Shall:

- Ensure compliance with the policy;
- Participate in regular review of fees.

5) Guiding Principles:

The following principles used for the development of this policy:

- Optimize Use of Ice: ensure effective management of all available ice time;
- Access and Equality: ensure fair and equitable access to ice in terms of allocation as well as in the application of fees and charges;
- Youth Sport Development: Children and youth are a priority target and special consideration is given to accommodating children and youth activities and sport development;
- Diversity: provide options for a wide array of user and programs, current and emerging;
- Partnerships: recognize the importance of partnerships with minor sport and community associations in the delivery of rink based activities;
- Financial stability: provide a transparent framework for fiscally responsible ice facility operations.

6) Season Schedule:

- a) The Civic Center (Arena) season schedule is approximately 28 to 34 weeks. This schedule is flexible within a few days depending upon the scheduling requirements.
- b) If ice time needs to be cancelled by a user at any time during the season, the user must notify the Manager **at least 72 hours prior to the time being cancelled**. In the event cancellation notice is not received by the Manager or if the facility staff is unable to rent this time to another user for the established rate, the user cancelling the time will be responsible for payment of the original amount. However, if at any time a user abuses the privilege of cancelling items (i.e. frequent cancellations) the Town reserves the right to terminate this policy and implement a new one that will apply to that particular user only.

7) Hours of Operation: (will vary depending upon user demand and work schedule)

a. Monday- Friday:

- Open: 6:00am, ice available at 6:30am
- Closed: 11:30pm, facility closes at 12 midnight.

b. Saturday- Sunday:

- Open: 6:30am, ice available at 7am
- Closed: 11:30pm, facility closes at midnight.

c. Holidays:

- The facility will remain open for all Statutory holidays, unless otherwise stated
- December 24: closing at 12:00pm for remainder of the day.
- December 25: closed all day.
- December 26: closed all day.
- December 31: closing at 5pm for remainder of the day.
- January 1: closed all day.

d. Other times may be arranged upon mutual agreement of the Manager and the User.

e. Ice shall be classified as follows:

I. Prime Time:

- Monday-Friday, 2:30pm to 11:30pm.
- Saturday and Sunday, All Day.
- Holidays.

II. Non-Prime Time:

- Monday- Friday, 6:00am-8:00am.

III. Day Time:

- Monday-Friday, 8:00am-2:30pm.

f. There is no flexibility in regards to the time slot assigned to a user group. Teams and referees may not extend any period into another user's time slot or open time. During play-offs, teams must allow sufficient time to complete tie games either by five (5) minute overtime or other such similar methods, all within their allocated time. In the event additional time is available, it may be purchased at the established rate.

- g. Ice cleaning is normally done after each hour's use according to the master schedule and any variances from that schedule will be charged to the user.

8) Rates:

- a) Regular Ice Rental Rates:

Time	Rental Fee (taxes included)
Prime-Time	\$193.80
Non-Prime/School	\$78.54
Day-Time	\$127.50
Local Sport/Youth Group	\$122.40

- b) Public Skating Fees:

Pass	Total Fee (taxes included)
Student/Senior Season Pass*	\$50.00
Adult Senior Season Pass*	\$70.00
Family Season Pass *	\$145.00
Parent & Tot Day	\$2.00
Adult Day	\$3.00
Student Day	\$2.50
Senior Day	\$2.50

* Per season.

- c) Pick-up or Shiny Hockey shall be \$10/per participant/per use; minimum of ten (10) users. (taxes included)
- d) No admission fees shall be charged by the user unless authorized in advance by the Town. It is the responsibility of the user to ensure that all patrons have paid their admission fees. It is also the user's responsibility to provide and pay for security as may be required by the Town. At the end of the allocated ice time, it is the responsibility of the user to clear the Arena area of patrons.

e) Non-ice floor rental rates:

Location	Rental Fee (taxes included)
Floor hourly	\$75.00
Floor daily	\$750.00
Non-profit floor hourly	\$50.00
Non-profit floor daily	\$500.00

f) Tournaments/Special Events:

Tournaments are subject to a cancellation fee that is determined by the following:

- I. If the Manager receives a tournament cancellation two weeks or more prior to the date booked, then the user will be charged a \$100.00 fee taxes included.
- II. If the Manager receives a tournament cancellation less than two weeks prior to the date booked, then the user will be charged a \$250.00 fee taxes included.
- III. If the tournament is cancelled but all of the ice that was reserved for the tournament is sold, despite the cancellation, then the user will not be charged a cancellation fee.
- IV. For tournaments, each game will be given a clean sheet of ice by the facility, extra flood times are the responsibility of the user. Flood times will remain at the usual time for tournaments.

g) Rates are subject to change without notice.

h) When the facility is being booked for a major event, the Manager will have the ability to negotiate a specialized contract agreement. Approval will be in writing and signed off by the Manager and the Town's Chief Administrative Officer.

9) Billing and Payments:

- a) An invoice will be mailed to users monthly, if pre-approved by the Town for monthly billing. Late payment charge of \$25.00 per month, compounded monthly, will apply to all invoices outstanding more than 15 days. Cheques which are returned by the bank will be subject to an administration fee of \$25.00 plus HST.
- b) Users must notify the Manager of any billing discrepancies within 15 days of the billing date. All unpaid bills from the previous season are to be paid prior to using the ice at the start of the new season.

- c) Casual users or those not approved for monthly billing will pay at the time of rental.
- d) Rental of other rooms are in addition to the above rates and are subject to separate rental agreements.
- e) Users wishing to charge admission fees must receive authorization in advance by the Town. It is also the responsibility of the User to provide and pay for security if required by the Town. At the end of the ice allotment, it is the responsibility of the user to clear the Arena of patrons.
- f) Spring and summer ice rentals (any booking outside the regular season schedule) are required to pay a non-refundable deposit equal to 50% of their ice booking to confirm their allotment, and the remaining 50% required prior to going on the ice for the first time.
- g) Payments will be accepted between the hours of 9am – 5pm Monday through Friday. A receipt shall be issued for all payments.

10) Cancellations:

- a) The facility will normally remain open during periods of inclement weather. It is the responsibility of the user(s) to decide whether or not to cancel ice time and to notify their members; however, users will still be charged for their ice allotted ice time, unless a decision to close the facility is made by the Manager, and in that event the user(s) will not be charged and/or provided a refund for any monies paid for the cancelled ice time.
- b) The Town reserves the right to cancel the daily schedule or any reserved/booked times upon notification, or by reason beyond the control of the Town, (weather, power outages, ice conditions, unexpected year end playoff games, mechanical failure, or any other unforeseen conditions). Any monies paid for cancelled ice times will be refunded or credited to the account or not be charged to the user.
- c) If ice condition is not considered in satisfactory condition by the user, the user must notify the facility Staff immediately. In the event the condition cannot be corrected and the facility Staff considers the ice unsafe for use, the ice time shall be cancelled at no charge to the user.
- d) Cancellation procedure as per section 6 b) and 8 f).

11) Processing/Allocation of Ice time:

The Manager, on an annual basis, shall determine the process and timing for the ice time allocations and will make regular users aware of the required timelines. The process shall include an ice user's rental request submission (including tournaments/special events), an ice users meeting, and written confirmation of the approved ice time allocation by the Manager. Users shall sign a waiver form and sign off on reviewing and understanding the rental policy terms and conditions.

12) Insurance/Identification requirements:

It is recommended for users to have a Comprehensive General Liability Insurance policy with a minimum limit of 1 million dollars (\$1,000,000) in effect for use of the Arena portion of the facility. A copy of said insurance certificate may be required prior to the first booking, at the discretion of the Manager.

13) New Users or Programs:

It shall be the policy of the Town to reasonably accommodate new users or programs to provide unmet or emerging community needs by offering unallocated ice first, but reserves the right to reasonably reallocate hours from exiting users, if warranted.

14) Group Representation:

In order for the Town to effectively serve patrons, all groups are asked to elect no more than two (2) representatives to serve as liaison between the Garcelon Civic Center and their group. All communication between the group and the Town shall, at all times, be channeled through each group's representatives.

15) General Rules/Regulations:

- a) The attendant on duty is in complete charge of the Arena area and his/her instructions are to be followed at all times.
- b) All users are responsible to ensure the safety of their members. Without limiting the forgoing, this would include the use by members of CSA approved safety equipment.
- c) The user shall indemnify the Town against any liability, claim, demand, action or cause of action of any nature whatsoever, or any expense incident thereof, for injury to or death of a person or loss or damage to property, occurring on the property or arising from the use of Arena property.
- d) The facility is a non-smoking facility as per the Province of New Brunswick *Smoke-free Places Act*. Smoking will not be permitted inside the building or within 30 meters of any entryways, including the main entrance.
- e) Alcoholic beverages are not permitted on the property except under a permit issued by the New Brunswick Department of Finance, Liquor Licensing Board and approval of Town Council. You may enter the ice surface once the ice resurfer is off the ice and the doors are closed.
- f) Food and/or drink are prohibited on the ice surface.
- g) All participants must wear skates while on the ice surface.
- h) All users must ensure proper conduct by their members, players, coaches, skaters, etc. at all times. Persons using the Arena area are expected to follow the Zero Tolerance – Code of Conduct Policy as per Hockey New Brunswick and Hockey Canada guidelines. The user is responsible for any damages to the premises and/or equipment as a result of misuse by the Associations' members.

- i) The user must delegate a reasonable person to remove the nets and slide the nets against the boards once the ice resurfer has completed one (1) full turn of the ice.
- j) Balls/pucks/chairs/pylons/strollers/sticks or any other item, which might interfere with the safety of any skater while on the ice surface, is prohibited during public skating.
- k) Public skaters must skate with the direction of all other skaters.
- l) Beware – pucks and/or objects may fly into the stands and into the crowd during hockey games or practices.
- m) Any lost and found items are to be documented in the front desk/reception area and stored for pick up. These items will be kept for up to three months.
- n) The user must supply their own scorekeeper(s), if they wish to make use of the score clock.
- o) Players, skaters, etc. are to leave the ice surface immediately at the end of their allotted ice time or when the staff opens the doors to the ice surface. Players are not to enter the ice surface until the ice resurfer has left the ice surface and the staff has closed the doors.
- p) The operator of the canteen has exclusive rights to sell food and non-alcoholic beverages at designated areas of the facility (excluding vending machines). No food or beverages may be served, sold or given without consultation and arrangement with the canteen operator and Manager.
- q) The Town, its Council, agents and employees cannot be held responsible for any personal injury suffered by any user, spectator or member of the general public as a result of usage of the Arena unless caused by the negligence of the Town or its employees.
- r) In the absence of adequate security arrangements, as determined by the Manager, security shall be provided at games/events as deemed necessary by the Manager. All/any costs relating to the provision of security will be charged to the individual/organization renting/leasing the facility.
- s) The user shall be responsible for securing dressing rooms with keys provided by the staff. The Town will not be responsible for loss or theft of any team or personal property.
- t) Teams must vacate the dressing rooms within 30 minutes after the end of their scheduled ice time.
- u) Any facility staff member shall enforce and interpret these rules in their entirety.
- v) All those renting the ice shall be provided with proper lighting and heating when necessary.
- w) Any person caught tampering with fire safety equipment shall be answerable to the R.C.M.P. and Fire Marshall.
- x) Ice time shall run in accordance with the facility clock.
- y) Teams may not extend their ice time into another user's scheduled ice time.

16) Disciplinary Action:

- a) Patrons may be requested by staff to leave the property if they violate any Arena rules and regulations as listed in section 16 above. R.C.M.P. will be notified to deal with uncooperative patrons when asked to leave or if criminal activities are involved or suspected.
- b) An incident report must be completed by the involved staff for any removal and submitted to the Manager. Incident reports are found in the reception and must be completed immediately following the incident.
- c) If warranted, the Manager may forbid any patron from future involvement at the Civic Center.
- d) The Manager will advise the patron in writing of this decision. If a complete ban is warranted, a petty trespass notice will be filed and served by the R.C.M.P.
- e) If a patron does not agree with the decision, they may request a meeting with the Manager, to review the incident.
- f) If a patron does not agree with the decision by the Manager, they may request a meeting with the Town's Chief Administrative Officer. This request must be made in writing.
- g) In case of criminal actions, discipline will be handled by the courts.

Approved:


Town Clerk