

**Title:** Ice Allocation Policy  
**Number:** SRV-05-01  
**Approved By:** City Council  
**Administered By:** Recreation Services  
**Effective Date:** July 2005  
**Revision Date(s):** April 2024

## **1.0 Purpose/Background**

The City of Oshawa has an inventory of nine (9) ice pads in City-owned facilities. This includes four (4) ice pads at Delpark Homes Centre, one (1) ice pad at Donevan Recreation Complex and two (2) ice pads at Harman Park Arena. The City also has access to two (2) ice pads at Tribute Communities Centre, managed by Oak View Group - OVG360.

City Facilities primarily consist of seven (7) ice pads from September through March, four (4) ice pads in April and two ice pads from May through August.

Common uses include leisure skating, hockey, ringette and figure skating, but may include any sport or activity for which the facility is suitable.

This Policy establishes and clarifies the City's responsibility for ice allocation and administration and its commitment to the management of:

- ice facility operations and capacities;
- ice allocation and distribution;
- the processing and management of Tournament, Event and Seasonal ice Permits;
- special ice management issues;
- general administration requirements;
- a fair and equitable distribution of ice; and,
- use of City Arenas.

## **2.0 Policy Statement**

The City of Oshawa's goal is to promote and encourage participation in ice sports to the overall benefit of the community. The Policy addresses the changing demographics in Oshawa, market supply of indoor ice, the distribution of ice in a fair and equitable manner, and the successful ongoing management of ice.

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### 3.0 Scope/Application

This policy applies to all Clients requesting use of City Arenas, and City staff responsible for the use and/or operation of these facilities.

### 4.0 Definitions

**Adult Client** means an applicant/group/organization/Affiliated Client with participants 21 years of age and older.

**Affiliated Adult Client** means a Client who organizes sports for participants who are generally 21 years of age and older and who meet the annual affiliation requirements as set by the City of Oshawa.

**Affiliated Client** means any Client who meets the annual affiliation requirements as set by the City of Oshawa.

**Affiliated Minor Client** means a Client who organizes sports for participants who are generally under 21 years of age and who meet the annual affiliation requirements as set by the City Of Oshawa.

**Allocated Time** means ice time assigned to a Client; the Facility Booking Office develops the allocation matrices to reflect the entitlement and use of Allocated Time by Affiliated Clients during various seasons.

**Amendment** means a change made to one or more Bookings on a Permit to a different date, time or facility.

**Application** means an established form used exclusively for requesting and Booking facilities.

**Arena** means a facility consisting of at least one Arena ice pad.

**Association or Club** means a local organization operated and controlled by a duly elected Board of Directors, the member of which shall designate from among themselves the signing officers of that Association or Club.

**Board of Education Client** means 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 Oshawa.

**Booking** means the act of applying for usage of a City Facility at a date, time and facility as specified on the rental Permit.

**Buffer time** means time required for an organization to catch up for possible delays during Tournaments and/or regular game play.

**City** means The Corporation of the City of Oshawa.

**City Facility** means Delpark Homes Centre, Donevan Recreation Complex, Harman Park Arena.

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**Client** means an individual who has submitted an Application for use of a City Facility, or a Permit Holder.

**Confirmation** means written communication from the Facility Booking Office regarding a requested booking.

**Event** means any single Event that is not regularly scheduled e.g. figure skating carnivals and shows; charity hockey games, etc.

**Grandfathered Adult Client** means adult users (existing prior to 2005/2006 ice season) that are provided Priority #3 status privileges.

**House/Local League** means a community orientated minor program structured to provide development and competition at a recreational level. Teams are comprised of players who are eligible to play based on registration, who do not need to try out.

**In Good Standing** means any organization or person that is not involved in any legal proceeding (litigation or prosecution) with the City or does not have any outstanding debts or payments owed to the City.

**Instructional Program** means programs taught by qualified instructors designed to improve specified skills. Registration and fees are generally required.

**League** means a group of teams that play a schedule of games against each other, often divided into classes or levels, usually organized by an Association of persons.

**Minor Client** means any applicant/group/organization/Affiliated Client with all participants that are 21 years of age or younger.

**Neighbouring Municipality** means the Municipality of Clarington, the Town of Whitby, and the Township of Scugog.

**Non-Prime Time** means Weekday hours generally outside the hours of 5 p.m. to 10 p.m.

**Non-Resident** means a participant of an organization whose home address falls outside of the City of Oshawa Municipal boundaries.

**Occasional** means any Permit that does not consist of regular weekly bookings.

**Partner Facility** means a facility which the City has an agreement for allocation of Seasonal ice.

**Permit** means a document giving authorization and consent for Seasonal or Occasional use of a facility.

**Permit Holder** means a Client who has been issued a Permit for use of a facility.

**Prime Time** means Weekday hours generally between 5 p.m. to 10 p.m. and from open to close on Weekends.

**Public/Leisure Skate** means recreational indoor ice skating opportunities available to the public or to specific target groups at specific times as advertised.

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**Resident** means a Client or participant whose primary address is within the municipal boundaries of the City.

**Seasonal** means a regular weekly booking that occurs from October to March.

**Standard of Play** means a formula used to determine the total number of weekly hours each Affiliated Client is entitled.

**Statutory Holiday** means a Provincial or Federal holiday.

**Time block** means two or more hours of permitted time in sequence.

**Tournament** means an Event in which more than two teams are participating.

**Tryout** means an official sanctioned activity of a team for the purpose of player evaluation and team selection.

**Unused ice** means permitted ice time that is not used.

**Weekday** means Monday to Friday.

**Weekend** means Saturday and Sunday.

## 5.0 Clients

### 5.1 Client Priority Levels

Arenas are allocated according to the following Client priority levels:

1. City of Oshawa Events and recreation programming, including programming/Events operated by third parties on behalf of the City of Oshawa.
2. Affiliated Minor Clients.
3. Affiliated Adult Clients.
4. Boards of Education, including post-secondary institutions.
5. City of Oshawa Residents.
6. All other Clients.

Refer to section 6.4 regarding the allocation of Tournaments and Events.

### 5.2 Client Affiliation

5.2.1 The City will grant affiliated status to any Client who meets the following requirements on an annual basis:

- A member of a Provincial sport/multi-sport organization.
- Be In Good Standing with the City of Oshawa.
- Have a registered membership with a majority of Oshawa Residents or are the main provider of a particular activity or level of play for youth in the City of Oshawa.
- Provide the following documentation to the City:

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- Complete list of participants by level of play in the format prescribed by the City.
- Executive list.
- Copy of minutes from Annual General Meeting.
- Commercial General Liability Insurance for a minimum of two million dollars naming the City of Oshawa as an additional insured.
- Weekly Prime Time hours permitted at non City-owned Arenas.

5.2.2 If an Affiliated Client fails to meet the annual requirements in section 5.2.1 they will be treated as a new Affiliated Client for the upcoming season. If the Affiliated Client fails to meet the annual requirements in section 5.2.1 for a second consecutive season the Client will lose their status and must reapply for Affiliation status.

### **5.3 Minor Affiliated Clients**

As of the date of this revised Ice Allocation Policy, the City has seven Minor Affiliated Clients:

- Durham Crusaders (formerly Catholic Youth Organization – CYO) established 1953; Name change 2016
- Durham Speed Skating Club
- Oshawa Community Hockey League (formerly Oshawa Church Hockey League), established 1947; Name change in 2022
- Oshawa Girls Hockey Association, established 1995
- Oshawa Minor Hockey Association, established 1933
- Oshawa Skating Club, established 1938
- Oshawa Storm Ringette, established 1967

### **5.4 New Affiliated Client**

The City will recognize a new Affiliated Client once the requirements in Section 5.2 are met.

The City will first Permit unallocated time to a new Affiliated Client and will work with existing Affiliated Clients to explore the potential reallocation of hours.

### **5.5 New Emerging Sport**

The City will recognize a new emerging sport, which is not currently being offered by an existing Client to enable it to establish its programs and services in the City.

The City will first Permit unallocated time to a new emerging sport and will work with existing Affiliated Clients to explore the potential reallocation of hours.

## **5.6 Grandfathered Adult Clients**

The City recognizes long-term Affiliated Adult Clients who existed prior to the 2005-2006 ice season. These Clients have been granted Grandfathered status, which provides them with Priority 3 Client privileges without having to meet all affiliation requirements as well as access to historical ice on the same or similar day or Time Block.

The City reserves the right to change the ice allocated to Grandfathered Adult Clients only when facility closures or restrictions must be applied or when operational efficiencies are required. In these circumstances, every attempt will be made to find an equitable ice time replacement.

If a designated Permit Holder of a Grandfathered Adult Client disbands or fails to apply for ice in two consecutive ice seasons, that Client will lose their Grandfathered status. If the Client reapplies in a subsequent ice season, they will be treated as a new Client. The Grandfathered designation is not transferable and no longer applies.

As of the date of this revised Ice Allocation Policy, the City has 13 “Grandfathered” Clients:

- Calvary Baptist Church
- Eastdale Teachers
- Flying Hotdogs
- French Hockey League
- G.M. Office League
- Hood Shinny
- Indoor/Outdoor
- Oldtimers Hockey League
- Ontario Hydro Recreation Hockey
- Pittens Shinny
- Post Office Hockey
- Teachers Hockey Club
- Wednesday Night Hockey

## **5.7 Residency**

5.7.1 The City recognizes the tax-based contribution provided by its Residents toward the development and operation of recreation and sport facilities and recognizes that Residents will receive priority over Non-Residents in the allocation of facility time.

5.7.2 On an annual basis, registration data from the current season of play must be supplied, in an approved format, by all Affiliated Clients to the Recreation Services Branch on/or before the second Monday in January of each year. Registration Data must include Registrant’s full name, complete address including postal code, age category and level of play.

Information collected by the City of Oshawa shall be in accordance with the Municipal Freedom of Information and Protection of Privacy Act and shall be used for the sole purpose of determining and assigning ice time to Clients.

5.7.3 The City of Oshawa reserves the right to impose more stringent residency requirements and/or limit the allocation of prime-time ice to organizations whose

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registrant composition does not reflect an Oshawa Resident majority, including modifying hours of entitlement.

- 5.7.4 The City will accommodate Non-Resident Applications for use of ice facilities during the Non-Prime Times or at other times when the availability exists and Resident demand has been satisfied. Non-Resident Client Applications will be considered only on an “as available” basis and any accommodation will not form a historical precedence.
- 5.7.5 The City reserves the right to impose residency requirements or limitations during periods where facility capacities are restricted or a deficit exists.

## **5.8 Application of the Standard of Play**

- 5.8.1 The Facility Booking Office will apply registration data to the Standard of Play formula (Appendix A) which will determine the total number of weekly hours each Affiliated Client is entitled and agrees to assume each season. Additional needs will be satisfied pending ice availability and demand.
- 5.8.2 The Application of the Standard of Play is not applicable from the month of April through to the month of September.
- 5.8.3 During seasons when the total demand for facilities exceed supply, a Client’s entitlement will be pro-rated so that all Affiliated Clients experience equitable deficit adjustments to their entitlements.
- 5.8.4 Allocation of hours for Oshawa Skating Club and Durham Speed Skating Club is based on each organizations yearly Application. These Clients are subject to Section 5.9.3.
- 5.8.5 Only Oshawa Residents will be counted towards the Application of the Standard of Play formula for House/Local Leagues.

## **5.9 Minimum Seasonal Commitment – Fall/Winter**

- 5.9.1 Affiliated Minor and Adult Clients, and all Grandfathered Adult Clients are required to commit to a 24 consecutive week permit schedule to be completed between the Tuesday after Labour Day in September and the second Sunday in April.
- 5.9.2 Exceptions to the 24-week commitment may be made when the City is unable to supply replacement ice for disruptions to regular ice time during Event Weekends and facility closures.
- 5.9.3 Seasonal Permits will exclude December 24 to January 1.
- 5.9.4 Seasonal Permits may exclude March Break (Saturday through following Sunday) if requested at the time of Application.

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5.9.5 Affiliated Minor Clients are required to assume a minimum of their weekly hours of entitlement.

## **5.10 Weekday and Weekend Ice**

5.10.1 An ice distribution ratio of 75% Weekday ice to 25% Weekend ice will be used as a guideline in allocating ice to all Affiliated Minor Clients who provide programs at the competitive/rep level.

5.10.2 An ice distribution ratio of 25% Weekday ice to 75% Weekend ice will be used as a guideline in allocating ice to all Affiliated Minor Clients who provide programs at the House League/Local League and recreational level.

## **6.0 Processing of Permit Applications**

### **6.1 Submissions of Applications**

6.1.1 All Tournament, Event, Seasonal and Occasional requests shall be submitted in the format prescribed and by the deadline set by the Facility Booking Office.

6.1.2 The City reserves the right to reject Applications and requests from Clients who submit forms that are not complete or contain falsified information.

### **6.2 Ice Rental Permit**

An ice rental Permit will be issued for all permitted ice within City Facilities. The Permit is accompanied by the guiding conditions, which may be amended from time to time, that will dictate the governance of conduct both on ice and in the facility. Failure to adhere to these conditions may result in the cancellation of a Permit.

### **6.3 Allocation Procedures**

6.3.1 Rental Permits are allocated on an annual basis and no Client shall assume they will receive the same date(s) or facilities from one season to the next.

6.3.2 Application(s) from Affiliated Clients cannot exceed their Seasonal entitlement.

6.3.3 Any Affiliated Client requesting ice in excess of their Seasonal entitlement must submit a separate Application each season for these additional hours which will be allocated after all Applications from section 6.3.2 have been allocated.

6.3.4 Where two or more Affiliated Clients apply for the same facility, date and time, priority will be given to the Client who has permitted those hours for a minimum of two seasons immediately prior.



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- 6.3.5 Applications received after the deadline date will be considered after all Applications submitted prior to the deadline have been allocated.
- 6.3.6 No Affiliated Client will dominate a specific Permit Time Block to the detriment of another Affiliated Client.
- 6.3.7 Clients who require more than one ice pad on a weeknight will be required to Permit all Prime Time hours on one pad before adding time on a second pad.
- 6.3.8 Clients cannot Permit facilities that will go unused with the exception of ensuring sufficient time is available to prevent a curfew situation.
- 6.3.9 Unused facilities (no shows) is not acceptable. Multiple instances of unused time may result in the cancellation of the Permit or redistribution of the allocated time.
- 6.3.10 The City reserves the right to alter an Application to meet the requirements in Section 6.3.
- 6.3.11 Seasonal ice timelines

**Table 1: Seasonal ice Application deadlines**

<b>Season</b>	<b>Season date range</b>	<b>Application deadline (no later than)</b>
<b>Fall/Winter</b>	Tuesday after Labour Day to March 31	First Monday in February
<b>Spring/Summer</b>	April 1 to Labour Day	First Monday in January

## **6.4 Tournament and Events**

The City recognizes the significant positive impacts that Tournaments and Events provide to the community. In order to accommodate these Events, minimize disruption to regular programs, and League play, they will be considered and permitted in advance of Seasonal Applications into pre-determined Event slots and facilities. The City is committed to achieving a balance between recreational and Event use during the regular ice season.

- 6.4.1 Delpark Homes Centre is the primary Tournament and Event facility. Requests for a Tournament at another City Facility will only be considered if there is no impact to Seasonal Clients.
- 6.4.2 City ice programs will be accommodated during Tournaments and Events.
- 6.4.3 Tournament and Event Applications will be allocated prior to Seasonal Applications.

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**Table 2: Tournament Application deadlines**

<b>Season</b>	<b>Tournament Date Range</b>	<b>Application Deadline (no later than)</b>
<b>Fall/Winter</b>	Tuesday after Labour Day to March 31	First Monday in February
<b>Spring/Summer</b>	April 1 to Labour Day	First Monday in January

- 6.4.4 Tournament and Event Applications received after the deadline will only be considered if there is no impact to Seasonal Clients.
- 6.4.5 Tournament Applications from non-Affiliated Clients will only be considered if there is no impact to Affiliated Clients Seasonal ice.
- 6.4.6 Tournaments and Events will be restricted primarily to Friday, Saturday and Sunday. Requests for a Tournament Monday to Thursday will only be considered if there is no impact to Seasonal Clients.
- 6.4.7 Amendments and cancellations of Tournament/Event bookings at City facilities will be accepted when provided in writing to the Facility Booking Office 60 days prior to the start of the Tournament/Event. Requests submitted with less than 60 days' notice will only be considered if the ice time can be sold to another Client.
- Amendment and cancellations of Tournament/Event bookings at a Partner Facility are at the sole discretion of the Partner Facility.
- 6.4.8 Tournament hours that will not be used for Tournament games must be offered back to the Facility Booking Office to accommodate displaced Clients before being scheduled for non-tournament games or practices by the host organization.
- 6.4.9 The City reserves the right to alter a Tournament/Event Application to ensure operational efficiencies.
- 6.4.10 A maximum of two Weekend Tournaments/Events per month will be scheduled on non-consecutive Weekends between September and March inclusive.
- 6.4.11 The City reserves the right to limit the number of Tournaments and Events held between May and August.

## **6.5 Replacement Ice**

Clients hosting a Tournament must turn back their Seasonal ice allocated to them at all other Arenas for the duration of the Tournament. The turned back ice will be used in a replacement matrix and offered to Clients who are displaced by the Tournament.

The City recognizes that some Clients may still require hours at other Arenas during their Tournament to facilitate their Seasonal games and practices. The City requires

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these Clients to request, in writing, by the Tournament Application deadline to keep those regular season hours, with appropriate justification. The City may grant this request, if the justification is warranted, as determined solely by the Facility Booking Office.

## **6.6 Instructional and Leisure Program Management**

The City reserves the right to exclusively offer Instructional programs and Leisure Skate services at its Arenas. Instructional programs and ice services proposed to be offered by any Permit applicant is subject to the City's review and approval, duplication of programs and services will be managed and/or eliminated.

## **7.0 Amendments and Cancellations**

The City has the right to control all ice distribution and use at City-owned facilities for the duration of a Permit. Controls must be in place to minimize the negative impacts that unused, returned, amended and cancelled ice can have on the City and its Clients. As such, the City will apply all guidelines outlined in this Ice Allocation Policy to manage Unused Ice or changing ice needs once Permits have been issued.

### **7.1 Permit Amendments**

Once a Permit has been issued, any change to a Permit or booking is subject to an administration fee.

### **7.2 Returned ice – Affiliated Minor Clients**

- 7.2.1 Affiliated Minor Clients have until the third Monday in September to request, in writing to the Facility Booking Office, to return a Seasonal block of ice of no more than 10% of their allocated hours on the final draft of the Seasonal ice matrix due to low registration.
- 7.2.2 If an Affiliated Minor Client turns back Seasonal ice which leaves them with fewer hours allocated than their entitlement, their entitlement for the following season will not exceed their total weekly hours permitted in the current season.
- 7.2.3 Hours turned back must be in the same ratio as allocated (e.g. a proportionate number of Weekday and Weekend ice).
- 7.2.4 The City reserves the right to accept only hours that hold the greatest potential to be sold.
- 7.2.5 The City reserves the right to request registration data to support a request from an Affiliated Client to return a Seasonal block of ice.

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7.2.6 Hours requested to be turned back at a Partner Facility are at the sole discretion of the Partner Facility.

### **7.3 Transferred or Sub-leased Ice**

The City is the sole Permit authority for all ice times. The City must be aware of and be able to control the intended use of all ice permitted within its facilities at all times.

7.3.1 Changing the intended use or users of ice (e.g. practice becomes a game, Team A replaces Team B) within a single organization's contract is acceptable. Related schedule updates are to be forwarded to the Facility Booking Office.

7.3.2 The practice of transferring, trading or sub-leasing ice between Permit Holders is strictly prohibited and may result in the cancellation of a Permit or reduction in future ice allocation.

7.3.3 If Clients agree to trade ice, the Facility Booking Office will facilitate the exchange by making the appropriate Amendments to each Client's Permit.

### **7.4 Cancellations by the Permit Holder**

7.4.1 A cancellation request of a booking on a Seasonal Permit is subject to the sale of the time to another Client.

7.4.2 Once a Permit is issued, single or Occasional facility cancellations are subject to an administration fee.

7.4.3 Cancellation requests at a Partner Facility are at the sole discretion of the Partner Facility.

### **7.5 Permit Cancellations by the City**

7.5.1 The City reserves the right to reasonably postpone, reschedule or cancel any booking or Permit due to justified circumstances.

7.5.2 The City reserves the right to cancel a Permit or portion of the contract without notice should there be a breach of the Permit conditions and/or should the City be of the opinion that the facilities are not being used for the purpose contained in the Application.

7.5.3 Where postponement or rescheduling cannot be mutually coordinated, the Permit Holder will receive a full refund for the time owing.

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## 7.6 Program or Leisure Skate Cancellations

The City will strive to not cancel instructional and Leisure Skate programs, however, there may be circumstances that require the City to reschedule or cancel these programs in cases such as:

- Significant and high profile Events as directed by Council
- Low registration or attendance in programs
- Emergency shut down situations

## 7.7 Temporary Ice Cancellation and Redistribution

In the Event of an unplanned multi-day facility closure, the Facility Booking Office will act to redistribute ice Permits so that all Clients are universally impacted while certain types of ice use are protected from cancellation over others. The City will apply predetermined ice priorities and procedures identified in this Ice Allocation Policy. The City reserves the right to make all final decisions regarding emergency ice cancellations and redistribution.

## 8.0 Facility Management

### 8.1 Opening and Closing Dates

Generally, Arena ice surfaces will open and close on the following dates:

<b>Arena</b>	<b>Ice season opens</b>	<b>Ice season ends</b>
Delpark Homes Centre (2 pads)	Tuesday after Labour Day	Third week in May
Delpark Homes Centre (2 pads)	Tuesday after Labour Day	Labour Day
Donevan Recreation Complex	Third Monday in September	Third Sunday in March
Harman Park Arena	Third Monday in September	Third Sunday in March

### 8.2 Prime and Non-Prime Ice

Affiliated Minor Clients will receive an equitable distribution of prime and non-prime hours. An Affiliated Client, regardless of gender orientation and level of competitiveness and total hours of entitlement, shall not receive relatively more or less Prime Time ice access than a similar Client.

#### 8.2.1 Prime Time hours

<b>Day of week</b>	<b>Prime Time Hours</b>	<b>City Facility</b>
Monday to Friday	4:30 p.m. to 10:30 p.m.	<ul style="list-style-type: none"> <li>• Delpark Homes Centre – Pad 1</li> <li>• Harman Park Arena – South Pad</li> </ul>

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<b>Day of week</b>	<b>Prime Time Hours</b>	<b>City Facility</b>
Monday to Friday	5:00 p.m. to 10:00 p.m.	<ul style="list-style-type: none"> <li>• Delpark Homes Centre – Pad 2</li> <li>• Donevan Recreation Complex</li> <li>• Harman Park Arena – North Pad</li> </ul>
Monday to Friday	5:15 p.m. to 10:15 p.m.	<ul style="list-style-type: none"> <li>• Delpark Homes Centre – Pad 3</li> <li>• Delpark Homes Centre – Pad 4</li> </ul>
Saturday and Sunday	Open to Close	<ul style="list-style-type: none"> <li>• All Arenas</li> </ul>
Statutory Holidays	Open to Close	<ul style="list-style-type: none"> <li>• All Arenas</li> </ul>

### 8.2.2 Non-Prime Time hours

<b>Day of week</b>	<b>Non-Prime Hours</b>	<b>City Facility</b>
Monday to Friday	Open to 4:30 p.m. 10:30 p.m. to close	<ul style="list-style-type: none"> <li>• Delpark Homes Centre – Pad 1</li> <li>• Harman Park Arena – South Pad</li> </ul>
Monday to Friday	Open to 5:00 p.m. 10:00 p.m. to close	<ul style="list-style-type: none"> <li>• Delpark Homes Centre – Pad 2</li> <li>• Donevan Recreation Complex</li> <li>• Harman Park Arena – North Pad</li> </ul>
Monday to Friday	Open to 5:15 p.m. 10:15 p.m. to close	<ul style="list-style-type: none"> <li>• Delpark Homes Centre – Pad 3</li> <li>• Delpark Homes Centre – Pad 4</li> </ul>

## 8.3 Flood Schedules

In order to maintain the efficient scheduling of staff, ice floods and to ensure the accurate communication of pad and room assignments to participants, the City requires that all Affiliated Clients provide ice use schedules and flood requests to the Facility Booking Office at least 7 days prior to the Booking.

The City reserves the right to accept or modify ice flood requests to ensure the achievement of operational efficiencies and pad coordination. An additional game flood will be considered in a Time Block of less than two hours (i.e. a flood at the end of the second period) if the following conditions are met:

- The flood request is noted on schedules submitted to the Facility Booking Office.
- The game is curfewed after 80 minutes in a 90 minute scheduled time or after 95 minutes in a 105 minute scheduled time.
- The additional flood will not disrupt the flood schedule on an adjoining pad.

Special requests for a modification to ice flood schedules must be done in writing through the Facility Booking Office at least 2 business days prior to the Booking.

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## **8.4 Curfewed Ice**

The City reserves the right to curfew any games, including Tournament games, to maintain the schedule submitted and will consider the cancellation of any or all Permits if the user does not cooperate in the implementation of this Ice Allocation Policy document. It is the responsibility of the Client to inform the Facility Booking Office of any special requirements regarding curfews at the time the schedules are submitted.

## **8.5 Opening Arenas Outside of Hours of Operation**

The opening of Arena facilities on Statutory Holidays, when they are normally closed, or beyond established operating hours (as defined by this Ice Allocation Policy document), may be considered only if the applicant agrees to pay for the full operational costs for such an opening and pending the availability of staff. All reasonable requests will be reviewed.

Submitting an Application does not guarantee approval. Prior to commencing any appeal, the applicant must agree, in writing, to pay for the full operational costs, as described above.

## **8.6 Vendor and Concession Services**

- 8.6.1 Permit Holders must receive permission to provide any level of vendor or concession services at any City Facility at any time, including but not limited to photographers, mouth guard clinics and apparel fittings.
- 8.6.2 All requests must be submitted in writing a minimum of 14 days prior to the Booking.
- 8.6.3 The granting of permission to sell or distribute products and services will be respectful of existing concession contractual obligations and be contingent upon meeting all additional requirements as specified by the City.

## **8.7 Facility Conditions**

It is the responsibility of the Permit Holder to inspect the facility including but not limited to change rooms, ice surfaces, doors, boards (glass) and bench areas to ensure that the facility is safe for the purposes of their activity. In the Event that there is damage or maintenance required, the Permit Holder shall immediately notify staff. If there is an unsafe condition, the Permit Holder and all participants of the Booking shall refrain from using the facility.

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## **9.0 General Administration**

### **9.1 Permit Requirements**

Any structured usage of City facilities requires a valid Permit (signed by the Client or a designated representative of the applicant organization and the City). Un-permitted use is prohibited.

By signing the Permit, the applicant is acknowledging that they and/or the organization they represent agrees with the policies, procedures, by-laws, rules and regulations, terms and conditions on the Permit and shall be referred to as the Permit Holder.

### **9.2 Rental and Administration Fees**

All Clients will be charged rental, Amendment and cancellation fees as outlined in Schedule B of the General Fees and Charges By-law 13-2002.

### **9.3 Client Indemnification**

The Permit Holder shall defend, indemnify and save harmless the City of Oshawa and its members of Council, officers, volunteers, employees and agents against any and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of action, or direct, indirect, general, special, incidental or consequential damages suffered or incurred by the City of Oshawa (including claims made by third parties against the City of Oshawa) as a result of a breach of a term or provision of this Agreement by the Permit Holder or in any way, related to the Permit Holder's use and operation of the property and premises; the conduct of those persons in their care, custody or control and/or all activities occurring before, during and after their allocated time.

The Permit Holder (for itself and its insurers) shall release the City of Oshawa and its members of Council, officers, employees, volunteers and agents and waives any rights, including rights of subrogation, it may have against them for compensation for any loss and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of actions, or direct, indirect, general, special, incident or consequential damages suffered or incurred by or damage occasioned by the Client's use, operation, activities and/or occupancy within the property and premises before, during and after their allocated time.

### **9.4 Insurance Requirements for Permit Holders**

The Permit Holder shall during permitted time arrange, pay for and keep a Comprehensive General Liability (CGL) or General Liability insurance policy written on an occurrence basis with a limit of coverage of not less than two million dollars



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(\$2,000,000) in respect of any one accident or occurrence with The Corporation of the City of Oshawa named on the Policy as an Additional Insured. The City may request a higher limit of insurance depending on the nature of the Event or the Permit applied for. The liability policy cannot contain an exclusion for participants participating in any activities being held by the Client. Policy coverage shall include, but is not limited to, third party bodily injury including death, property damage and personal injury. The Policy shall contain a cross liability and/or severability clause that protects each insured to the same extent as if they were insured separately. The Policy shall be endorsed to provide the City of Oshawa with not less than thirty (30) days' notice in writing of any cancellation, material Amendment or change restricting coverage. The Policy must be with an insurance company or companies licensed to operate in the Province of Ontario and acceptable to and in a form satisfactory to the City of Oshawa.

The Permit Holder shall verify that valid insurance coverage as set out in this policy is in place by submitting an Insurance Certificate (I.C.) that must be acceptable in all respects to the City of Oshawa. Upon expiry of the I.C., the Permit Holder must provide an up-to-date I.C. The Permit Holder agrees to make the policy available to the City of Oshawa for review at any time from time to time in the Event of a Claim.

The taking out of insurance shall not relieve the Client of any of its obligations under this Agreement or limit its liability hereunder. No policy shall contain any provision, which would contravene the obligations of the Client hereunder or otherwise be the detriment of the City of Oshawa.

## **9.5 Respect Check Policy**

Respect Check is a code of conduct policy, which enforces a set of expectations to address inappropriate behaviours, violence and vandalism that negatively affects the experience of individuals or creates unsafe conditions. The Respect Check policy identifies how these behaviours will be addressed when it occurs within any City Facility or in Association with any service, program or Event provided by, or associated with the City of Oshawa.

The City encourages and supports all organizations using City facilities to take primary responsibility for developing, implementing and managing their specific behaviour management policies to align with the City's Respect Check Policy. The Corporation will make its best effort to mitigate all situations, however, in the course of public service, Events may be beyond the Corporations' control. The Respect Check policy is aligned with the following policies, acts and regulations:

- City of Oshawa – Respect in the Workplace – Harassment and Violence Policy LR14.10
- Trespass to Property Act
- City of Oshawa – Trespass By-law 98-2013
- Occupational Health and Safety Act, R.S.O. 1990, c. 0.1

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- The True Sport Movement: Canadian Centre for Ethics in Sport

A patron's experience with us is based on the values of fairness, excellence, inclusion and fun. All persons have the right to be safe and feel safe while attending or working at a program, facility or property so that they can enjoy their activity sport, or interest. With this right comes the responsibility to be accountable for actions or behaviours that put at risk the safety of others and encourages an environment where there is respect for others. The City of Oshawa has zero tolerance for any form of violence, vandalism or inappropriate behaviours in its recreational programs, facilities or properties.

## **9.6 Smoke-Free Ontario Act, 2017**

The Smoke-Free Ontario Act, 2017, S.O. 2017, c. 26, Sched. 3 which, in combination with the Regional Smoking and Vaping By-law 28-2019, prohibits smoking and vaping on municipal property, including publicly owned outdoor sporting areas, spectator areas, playgrounds, public areas, and parking lots. The Permit Holder is responsible in ensuring that no smoking occurs on City property for the duration of this Permit and to ensure any person(s) smoking and/or vaping must leave City property or immediately extinguish the cigarette. Those person(s) who are caught smoking and/or vaping and do not leave the property shall be guilty of an offence and upon conviction is liable to a fine of not more than \$5,000 exclusive of costs, as per the *Provincial Offences Act*, R.S.O. 1990, c. P. 33.

## **9.7 Municipal Alcohol Policy**

The City considers each Application for a facility Permit for Special Occasion individually and based on the City's Municipal Alcohol Policy dated June 13, 2013 and the Alcohol and Gaming Commission of Ontario guidelines.

Facility Permits shall not be issued for a Special Occasion Permit Event where the primary audience is underage persons or any minor sports Event.

The City may issue facility Permits for Special Occasion Permit family Events such as sports Tournaments, anniversaries, weddings and christenings with the proviso that it is illegal to provide underage participants with alcohol. No alcohol advertising or sponsorship shall be permitted at these Events.

## **9.8 Ice Allocation Policy review and update**

The Ice Allocation Policy will be reviewed on a regular basis, initiated by the Facility Booking Office, and updated as required. The Facility Booking Office has the authority to adjust procedural items related to timing, process, etc. as appropriate and to respond to Council directions related to revenue achievement and strategic business approach.