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<b>Title:</b>	<b>Sport Field and Outdoor Court Allocation Policy</b>
<b>Number:</b>	SRV-22-02
<b>Approved By:</b>	City Council
<b>Administered By:</b>	Recreation Services
<b>Effective Date:</b>	June 13, 2022

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## Introduction

Oshawa's outdoor playing fields and sport facilities are in high demand and their allocation and use is of great interest to many sport groups and event organizers. For many years the Ball and Soccer Sport Councils have allocated ball and soccer facilities to their member groups. A deficit in soccer and multi-purpose fields, the absence of a representative council for the remaining sport organizations and divergent and sometimes conflicting approaches to allocation among volunteer organizations has necessitated the need for the City to assume the authoritative role in outdoor sport field and facility allocation and management. Further, Council has directed:

Through Report OS-04-181 on July 7, 2004:

"That the City develop an equitable sport field allocation policy that is based on participant numbers and responds to 'accessibility' issues and to potential demands from emerging sports; and

That the "Provision Standards", as outlined in Section 3.2 of the {Outdoor Sport Field Study} report, to establish a City standard to determine the number of playing fields based on participant numbers, be approved and that user groups be required to provide registration information including name, age and residency to confirm participant numbers."

Through Report OS-06-86 on April 24, 2006:

"That the management of booking ball diamonds be transferred back to the City."

Through Report OS-06-141 on June 5, 2006:

"That staff initiate the process of meeting with all outdoor sport field users to develop the Outdoor Field Allocation Policy".

The City's goal is to promote and encourage participation in field and outdoor sports to the overall benefit of the community. This Sport Field and Outdoor Court Allocation Policy has been developed to help address the impacts of changing demographics, registration trends, client demand, turf management, field deficits, etc. on the fair and equitable distribution of sport fields and facilities and on the successful ongoing management of the same.

The Policies identified in this document establish and clarify the City's responsibility for outdoor field and facility allocation and administration and its' commitment to the management of:

- outdoor field and facility operations and capacities;
- outdoor field and facility allocation and distribution;
- the processing and management of tournament, special event and seasonal permits;
- special outdoor sport and field management issues;
- general administration requirements; and,
- field and facilities openings and closures.

## 1.0 Purpose

To ensure consistency in the programming and ongoing use of City of Oshawa sports fields and outdoor courts.

To provide a framework and consistent approach to the ongoing and seasonal use of City of Oshawa sports fields and outdoor courts in a fair and equitable manner.

To ensure that the City of Oshawa's investment in sports fields and outdoor courts is managed in the best interest of all clients and the citizens of Oshawa.

To establish clear guidelines and communication between the Community Services Department and its clients.

To accommodate the needs of a growing municipality and the increased demands on City of Oshawa sports fields and outdoor courts.

To clearly define the rules of use and the departmental procedures in maintaining compliance.

## 2.0 Policy Statement

To provide transparency and structure for clients pertaining to the fair allotment and use of City of Oshawa sports fields and outdoor courts.

## 3.0 Scope

This policy applies to all facility permit holders and clients requesting use of City sports fields and outdoor courts, as well as City staff responsible for the use and/or operation of these facilities.

The City of Oshawa is fortunate to have a substantial inventory of sports fields and outdoor courts within the municipal boundaries of the City. These facilities primarily consist of rectangular fields and ball diamonds; however, there are a number of other facilities including, but not limited to tennis courts and pickle ball courts.

Common uses include soccer, baseball, softball, football, lacrosse, tennis and pickle ball, but may include any sport or activity for which the playing surface is suitable.

## 4.0 Definitions

**Adult Client** - an applicant/group/organization/affiliated client with participants 21 years of age and older.

**Affiliated Adult Client** – 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 Minor Client** – 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** – assigned time for affiliated and non-affiliated clients (minor and adult) at a city-owned facility; the Facility Booking Office develops the allocation matrices to reflect various organizations entitlement and use of allocated time during various seasons.

**Amendment** - a change made to one or more bookings on a permit to a different date, time or facility.

**Application** - an established form used exclusively for requesting facilities.

**Association, Club** – 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.

**Booking** – a date, time and facility as specified on the rental permit.

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

**Beer Tent/Garden** - a tent from which beer is served. Zoning is limited to particular facilities. Must meet all Licensing requirements.

**Cancellation** - cancelling one or more bookings from a permit.

**City-Owned and Operated** – a space that is owned and operated (maintained) by the City of Oshawa.

**Concessions** - an organization who serves food at particular facilities.

**Class “A” Facility** - premium facility suitable for national caliber play with staff on-site, parking, washrooms, change rooms, and bleachers. May have light and concessions.

**Class “B” Facility** – regulation size facility with parking. May have staff on-site, lights, concessions, washrooms, change rooms, and bleachers.

**Class “C” Facility** - a variety of facility sizes which may have lights, washrooms, and bleachers.

**Clean Up** - time used after an event/game/seasonal use to clean up.

**Client** – an individual who has submitted an application for use of a City facility, or a Permit Holder.

**Confirmation** – communication from Facility Booking Office regarding requested space. This communication may be by email/phone call or rental permit.

**Event** – an activity, regardless of whether an admission fee is charged, that has the following characteristics: planned in advance; not recurring, or recurs less often than monthly; has a duration of less than 10 consecutive days; involves the use of, or has an impact on City services or City facilities.

**Facility** – City-owned or operated permitted space.

**Fundraiser**- an event that will raise funds while permitting City property.

**Grandfathered Clients** – clients (existing prior to the 2007 season) that are provided Priority #3 status privileges.

**Hour of play** – consists of 60 minutes of permitted time at outdoor locations and 55 minutes of permitted time at indoor locations.

**House League** – a community orientated minor program structured to provide development and competition at a recreation level. Teams are comprised of players who are eligible to play based on the registration, who do not need to try out and who play primarily inside the city for league play.

**In Good Standing** – an organization in good standing has complied with all of its obligations and is allowed to carry out its activities or business.

**Instructional Program** – programs taught by qualified instructors designed to improve specific skills. Registration and fees generally required.

**League** – 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.

**Matrix** – a document prepared by the Facility Booking Office for seasonal allocation.

**Minor Client** - any applicant/group/organization/affiliated client with participants 21 years of age or younger.

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

**Occasional** - any permit that does not consist of regular weekly bookings.

**Permit** – a document issued by Recreation and Culture Services staff to a client giving authorization and consent for seasonal or occasional use of a facility.

**Permit Holder** – a client who has a permit for use of a city-owned facility.

**Resident** - a person who lives in, owns property in, or owns or operates a business in the City of Oshawa. Residency can be verified with a current utility bill or a current Notice of Assessment issued by the Canada Revenue Agency with current address.

**Rain Out** - inclement weather forcing play to be cancelled.

**Seasonal** - a permit that consists of a regular weekly booking for the duration of a season.

**Schedule of Games** – a list of games that includes dates, times, facilities and participating team names of every game played at a City facility.

**Sport Field** – a rectangular natural or artificial turf field, or ball diamond.

**Sport Governing Body** – a responsible regional, provincial or national organization. The choice of organization can be entirely at the discretion of the client.

**Standard of Play** - a formula used to determine the total number of weekly hours each affiliated client is entitled.

**Team Roster** - a list of participants for a team that includes home address and phone number; used in the application of the Standard of Play.

**Time Block** – two (2) or more hours of permitted time in sequence.

**Tournament** - a sport event in which more than two teams are participating.

**Unused Time** – permitted time that is not used.

The City of Oshawa reserves the right to add or delete or modify any name or description included in this section of the policy during the term of this policy.

## 5.0 Clients

The Facility Booking Office will develop the annual allocation matrices that will best reflect the expressed needs of clients and the application of this policy. The Facility Booking Office will attempt to match the quality of play to the facility that is most conducive to usage and attempt to gain maximum efficient facility usage.

The City of Oshawa reserves the right to reassign fields and facilities as required.

### 5.1 Client Priorities

Sport fields are allocated according to the following client priority levels, with the exception of facilities that may be designated as 'exclusive use' facilities:

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

Outdoor courts are allocated according to the following client priority levels, with the exception of facilities that may be designated as 'exclusive use' facilities:

1. City of Oshawa events and recreation programming
2. Oshawa Senior Community Centre; Boards of Education, including post-secondary institutions
3. City of Oshawa Racquets Sport Partner
4. Not-for-profit community racquet sport clubs
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

Affiliation status was granted for the first time to sports field clients in 2009. Affiliated clients are required to fulfill annual requirements to maintain affiliated status.

The City of Oshawa will grant affiliated status to minor and adult clients who meet the following requirements:

- Provide proof of not-for-profit status
- Abide by a constitution and by-laws
- Governed by an elected board (with no financial compensation)
- Host an Annual General Meeting and submit meeting minutes to the City
- Be up to date on all outstanding balances by at the end of each season
- Maintain Commercial General Liability Insurance for a minimum of two million dollars naming the City of Oshawa as an additional insured.

### **5.3 New affiliated client**

The City of Oshawa 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.

### **5.4 New emerging sport**

The City of Oshawa 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.

### **5.5 Non-Affiliated Adult Clients – ‘Grandfather’ Status**

Adult clients/teams who permit two or less hours per week or are not eligible for affiliated status and will become a Priority 5 or 6 level client. Grandfathered status will provide existing casual or occasional use adult clients (clients prior to the 2007 season) Priority 3 client privileges without having to complete annual affiliation requirements. It also provides access to historical fields (same or similar date or time block) to these clients.

The City reserves the right to amend the facility and time allocated to grandfathered clients. If necessary, the Facility Booking Office will attempt to find an equitable facility and time replacement.

If a designated ‘grandfathered’ permit holder disbands or fails to apply for a facility in consecutive playing seasons, they will lose their ‘grandfather’ status. If they reapply in a subsequent playing season, they will be considered a new client. The ‘grandfather’ designation is not transferable.

### **5.6 Residency**

The City of Oshawa 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. For the purpose of supporting the ongoing development of sport organizations (e.g. representative teams, Challenge League), the City of Oshawa will accept the residency requirements defined by the Sport Governing Body which governs the actions of the affiliated client.

The City reserves the right to impose residency requirements or limitations on permit applicants during periods where facility capacities are restricted and a deficit exists.

### **5.7 Application of the Standard of Play**

5.7.1 The Facility Booking Office will apply registration data to the Standards of Play formula (Appendix A) which will determine the total number of weekly hours each affiliated client is entitled.

5.7.2 The application of the Standard of Play is not applicable to Civic Fields, Civic Recreation Complex Fieldhouse and outdoor courts.

5.7.3 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.

## **6.0 Processing of permit applications**

### **6.1 Submission of applications**

All tournament, event and seasonal requests shall be submitted in the format prescribed and by the deadline set by the Facility Booking Clerk.

### **6.2 Allocation Procedures**

- 6.2.1 Rental permits are allocated on an annual basis and no client should assume they will receive the same date(s) or facilities from one season to the next.
- 6.2.2 Applications from affiliated clients cannot exceed their seasonal entitlement.
- 6.2.3 Any additional applications from an affiliated client in excess of their seasonal entitlement will be allocated after all applications from section 6.2.2 have been allocated and be treated as a new request each season.
- 6.2.4 Where two or more 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.
- 6.2.5 Applications received after the deadline date will be considered after all applications submitted prior to the deadline have been allocated.
- 6.2.6 Seasonal permits will be allocated in blocks of a minimum of two (2) hours.
- 6.2.7 No affiliated client will dominate a specific permit time block to the detriment of another affiliated client.
- 6.2.8 Clients who require more than one facility per night will be required to permit vertical (early to late) times at one facility before adding another.
- 6.2.9 Clients cannot permit facilities that will go unused with the exception of ensuring sufficient time is available to prevent a curfew situation.
- 6.2.10 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.
- 6.2.11 The City reserves the right to alter an application to meet the requirements in Section 6.2.



### **6.3 Opportunities and restrictions**

The City will designate uses and restrictions at each facility (Appendix B) and will permit use accordingly.

### **6.4 Tournaments and events**

Tournament and event applications will be allocated prior to seasonal applications.

Tournament and event applications received after the deadline will only be considered if there is no impact to seasonal clients.

The Facility Booking Office will allocate and restrict tournament play primarily to weekends.

The City reserves the right to limit the number of tournaments and events held between May and September inclusive in an effort to minimize disruption to regular season clients.

### **6.5 Schedules**

In order to maintain the efficient scheduling of staff and facility preparation, schedules must be submitted as per the deadlines in sections 6.5.1 and 6.5.2.

The City reserves the right to specify the format of the schedule. Failure to provide schedules could result in the discontinuation of field maintenance and the cancellation of all or some of the permit for the remainder of the season.

Schedules must include sufficient buffer (non-playing) time to allow for completion of activities within the permitted times and to allow for sufficient transition periods when games are played in succession.

#### **6.5.1 Seasonal schedules**

Permit Holders must submit game schedules, practice schedules and special maintenance requests to the Facility Booking Office no later than seven (7) days in advance.

#### **6.5.2 Tournament and event schedules**

Permit Holders must submit the final tournament or event schedule to the Facility Booking Office no later than 14 days in advance.

#### **6.5.3 Slo-pitch tournaments**

Slo-Pitch tournaments must submit their final schedule to the Facility Booking Office no later than the Tuesday before the tournament begins.

### **6.6 Instructional Programs**

The City reserves the right to offer instructional programs and services at its facilities.

Instructional programs and services proposed to be offered by any permit applicant are subject to the City's review and approval. The duplication of programs and services will be managed and/or eliminated.

## **6.6 Introduction of new community programs/services by affiliated clients**

An increase in allocated hours for new and expanded programs/services will only be considered when facility time is available.

## **7.0 Permit amendments, cancellations**

The City has the right to control all 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 fields can have on the City and its clients. As such, the City will apply all guidelines outlined in this policy to reasonably and responsibly manage unused or changing needs once permits have been issued.

### **7.1 Amendments**

Amendments made after a permit has been issued may be subject to an amendment fee.

The City reserves the right to accept only returned hours that hold the greatest potential for rebooking.

### **7.2 Transferred or sub-leased facilities**

The City of Oshawa is the sole permit authority for all field and facility times. Clients have an obligation to advise the City of the use of the City's facilities at all times.

Changing the intended use or clients of the facility (e.g. practice becomes a game, Team A replaces Team B) within a single client's permit is acceptable. Related schedule updates must be submitted to the Facility Booking Office.

Occasionally transferring, trading or sub-leasing facilities between permit holders is strictly prohibited and may lead to the cancellation of a permit and future facility allocation.

The Facility Booking Office must facilitate any agreed upon exchange of permitted time between two clients on the applicable permits.

### **7.3 Cancellation by the City**

The City reserves the right to reschedule or cancel any permit as necessary.

The City reserves the right to cancel a permit or portion of a permit without notice should there be a breach of the conditions of use or should the City be of the opinion that the facilities are not being used for the purpose contained in the application.

Where rescheduling cannot be mutually coordinated, the permit holder affected will receive a full refund for the affected time.

Cancellation of facilities due to inclement weather will be made in accordance with section 7.5 and 7.7 of this policy.

## **7.4 Cancellation by Permit Holder**

Once a permit is issued, single or occasional facility cancellations will be processed if initiated by the Permit Holder providing 14 days written notice to the Facility Booking Office.

Cancellation requests received with less than 14 days notice may not be considered. The City reserves the right to apply a cancellation fee per date and facility affected.

## **7.5 Inclement weather**

If weather conditions do not allow a booking to proceed, the Permit Holder must submit a request to cancel or reschedule, pending availability, in writing to the Facility Booking Office within 48 hours of the booking date to receive a full refund or credit for the affected booking.

## **7.6 Multi-day Outdoor Facility Closure/Cancellations**

In the event of a scheduled or unplanned multi-day facility closure, the Facility Booking Office will amend permits to minimize the impact of the closure on all Permit Holders. The City reserves the right to make all final decisions regarding emergency cancellations and reallocation of affected bookings.

## **7.7 Short Term Outdoor Facility Closure/Cancellation**

The decision to order a short-term closure of the facility and cancellation of permitted play is made when the fields are considered unsafe and when there is potential for long-term damage that could affect other permitted use.

Closure and cancellation decisions can be made by:

- Community Services Department staff
- Game officials (once the game is in progress and on a game-by-game basis only)
- Permit Holder or designate

A facility should not be utilized by a Permit Holder if:

- There is visual ponding of water on the playing surface
- Water sponges when walking on the playing surface
- There are any extreme weather conditions, e.g. electrical or hail storms
- Facility surface damage poses a risk to the Permit Holder

## **7.8 Reopening a closed outdoor facility on the same day**

On-site staff will consider reopening a Class A facility only if the unplayable conditions outlined in section 7.7 are no longer present.

## **7.9 Notification of facility closure / cancellation of permit**

The Facility Booking Office will notify Permit Holders of a facility closure, however advance notification may not be possible under the circumstances of an evening or weekend weather event.

It is the responsibility of the Permit Holder to notify individual teams, players, competitors, officials, etc.

## **7.10 Unauthorized use of facilities**

If a Permit Holder elects to use a facility after a booking has been cancelled or when a facility is visibly unplayable, the Permit Holder will be required to pay for all damages arising from this type of a facility abuse.

The Permit Holder will be held liable and responsible for any accidents or injuries incurred.

## **8.0 Facility management**

### **8.1 Curfewed games**

The City reserves the right to curfew any games, including tournament games, to maintain the schedule submitted and to be respectful of any related by-laws. It is the responsibility of the Permit Holder to notify the Facility Booking Office of any special requirements regarding curfews when submitting their schedules.

### **8.2 Parking and vehicles on fields**

It is an offence to park, drive or operate any vehicle in any park, except in those areas designated for that use, which include public parking areas, driveways or roadways (Parks and Facilities By-law 83-2000).

By-law infractions are subject to fines and repeat offences by any members of an organization could result in permit cancellation.

Exceptions may be considered by the Community Services Department upon receipt of a written request.

### **8.3 Provision of services and equipment**

Where additional services such as moving in extra bleachers, snow-fencing, grading and manual assistance are required over and above the normal park attendant's duties, a charge for total labour (wage and burden) and equipment will be levied to the permit applicant.

The City, upon review of the permit application, reserves the right to require the applicant to add the services of a park attendant at any facility.

Self-serve access to equipment (picnic tables, benches, garbage receptacles, stanchions, booths, platforms and snow fencing) requires the submission of an application, with sufficient lead-time.

### **8.4 Concessions**

Permit holders must receive permission to provide any level of vendor or concession services on any City facility or property at any time.

All requests must be made in writing and allow for the sufficient processing of such requests.

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.

## 9.0 Facility use regulations

Pre-determined opening and closure of facilities will be based on capital upgrades or renovations, implementation of master plans or Council directives, rotation needs, maintenance needs, turf conditions and recovery, type of play and client requests.

Planned closures are determined by Community Services Department staff and communicated to affiliated clients in a timely fashion.

During the season, fields and facilities may be closed from time to time due to unforeseen renovation and repair needs or weather conditions.

Refer to section 7 for more information on facility closures.

### 9.1 Permitted hours at outdoor facilities

Bookings can commence no earlier than 8.00 a.m. at all facilities.

Bookings must end by the end time on the permit, no later than dusk at all unlit facilities.

Bookings at lit facilities must end by the end time on the permit, no later than the times indicated in Appendix C – Permitted hours.

Requests to extend the permitted hours, including opening on statutory holidays, are required to be submitted in writing a minimum of 14 days prior to the booking and are subject to approval by the Commissioner of Community Services. Additional fees will apply.

The Permit Holder will be invoiced for all hours used outside of the permitted time as well as for any additional costs that may have been incurred by the City.

### 9.2 Outdoor facility seasonal opening dates

Annual open and close dates will be predetermined each year and communicated to affiliated clients with the application package.

Generally, the following guidelines will be followed to determine opening dates for outdoor facilities and is subject to conditions outlined in section 7 of this policy. Requests to open an outdoor facility early will be considered on a case-by-case basis.

#### a) Ball diamonds

- **Lakefront West** will generally be open for play the last weekend in April
- **All other diamonds** will generally be open for play the first weekend in May

- b) **Natural turf sport fields** will generally be open for play by the third weekend in May. Consideration will be given to accommodating league scheduled play, by opening up to four or five fields for early play.

- c) **Artificial turf sport fields** will generally open the first week in April.
- d) **Open space areas** will be determined in advance to provide for preseason practice time, generally these spaces will be available the first weekend in April, contingent on suitable ground conditions.
- e) **Tennis/Pickle Ball Courts** nets and posts will be installed the second week in April. Lights will be available as of the first week in May.

**9.3 Outdoor facility seasonal closing dates**

Generally, the following guideline will be followed to determine closing dates for outdoor facilities and is subject to conditions outlined in Section 7 of this policy. Requests to extend the season at an outdoor facility will be considered on a case-by-case basis.

- a) **Ball diamonds**
  - **Lakefront West** will close the third weekend in October.
  - **All other ball diamonds** will close the 4<sup>th</sup> Sunday in September.
- b) **Natural turf sport field** closures will be staggered every year per the following guideline:
  - 25% will close by Labour Day
  - 50% will close by the second Sunday in September
  - 90% will close by the last Sunday in September
  - 100% will be closed by the last Sunday in October
- c) **Artificial turf sport fields** will close the first week in November.
- d) **Open space areas** will be closed no later than October 1<sup>st</sup>.
- e) **Tennis/Pickle Ball Court** nets and posts will be removed the second week in November. Lights are turned off the last week in October.

**9.4 Civic Recreation Complex Fieldhouse**

Civic Recreation Complex Fieldhouse hours of operation are determined annually by the Director of Recreation and Culture Services.

**9.4.1 Prime Time Hours**

Monday to Friday - 5:00 p.m. to close  
Saturday and Sunday – open to close

**9.4.2 Non-Prime Time Hours**

Monday to Friday – open to 5:00 p.m.

**9.4.3 Time period restrictions**

Monday to Friday:

- Minor league play is given priority over adult league play between 5 p.m. and 9 p.m.
- Adult league play is given priority over minor play from 9 p.m. to close.

Saturday and Sunday:

- Minor league play is given priority over adult league play between Open and 4 p.m.
- Adult league play is given priority over minor play from 4 p.m. to close.

#### **9.4.4 Facility priority usage**

##### **Quarter Field A**

Highest priority shall be given to applicants requesting use of the batting cages, in accordance with seasonal booking procedures, and in accordance with the allocation priority listed in section 5.1 of this policy.

Next priority shall be given to all other sports, in accordance with seasonal booking procedures, and in accordance with the allocation priority listed in section 5.1 of this policy.

##### **Quarter Field B, C and D**

Allocated in accordance with seasonal booking procedures, and in accordance with the allocation priority listed in section 5.1 of this policy.

#### **9.4.5 Commitment priorities**

A higher priority of allocated time will be given to clients who commit to longer seasonal permits in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

1. Full Fall and Winter commitment of 28 weeks or more
2. Winter commitment of 16 weeks or more
3. Fall commitment of 12 weeks or more

#### **9.5 Civic Fields**

##### **Field 1 – Terry Kelly Field**

Highest priority shall be given to all sports other than women's field lacrosse full field games, in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

Next priority will be given to the application requesting the greater amount of time, no matter the sport, in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

##### **Field 2**

Is allocated in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

##### **Fields 3 and 4**

Highest priority shall be given to game play, in accordance with seasonal booking procedures, and in accordance with the allocation priority listed in section 5.1 of this policy.

Next priority will be given to the application requesting the greater amount of time, no matter the sport, in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

### **Field 5**

Highest priority shall be given to women's field lacrosse full field games, in accordance with seasonal booking procedures, and in accordance with the allocation priority listed in section 5.1 of this policy.

Next priority will be given to the application requesting the greater amount of time, no matter the sport, in accordance with seasonal booking procedures and in accordance with the allocation priority listed in section 5.1 of this policy.

### **9.6 Outdoor tennis courts**

Tennis court permitting is prohibited at all locations with a single court.

Permits shall be limited to a maximum of three (3) courts at North Oshawa Park, two (2) courts at Alexandra Park and Stone Street Park, and one (1) court at all other parks with two (2) or more courts.

No permit holder will dominate a day of the week or block of time to the detriment of another client or the general public.

Event requests that will be addressed on a case-by-case basis.

### **9.7 Pickle ball Courts**

Pickle ball court permitting is prohibited at all locations where only pickle ball lines are on a court, with the exception of event requests that will be addressed on a case-by-case basis.

Permits shall be limited to a maximum of one (1) court at all parks where courts are lined for both pickle ball and tennis.

No permit holder will dominate a day of the week or block of time to the detriment of another client or the general public.

### **9.8 Exemptions to sections 9.6 and 9.7**

- Programs operated by the City of Oshawa
- Programs offered by the Oshawa Senior Community Centres
- Programs offered by Boards of Education, including post-secondary institutions

### **9.9 Resting fields**

Natural turf sport fields will be rested two (2) consecutive days each week during the playing season, where feasible.



## **9.10 Warm Ups**

The Permit Holder can hold warm-ups on a facility that has been permitted to include this activity.

Warm ups can occur in an un-permitted area as long as it does not impede other participants or spectators and is not inside any City of Oshawa building or structure.

The City reserves the right to stop any warm ups that pose a risk or are using areas that are restricted or require a permit.

The permit holder will be charged a rental fee and an administration fee for any such prohibited use of a facility.

## **10.0 General administration**

### **10.1 Permit requirements**

Any structured usage of City of Oshawa facilities, parkland, and trails requires a valid permit (signed by a designated representative of the applicant organization and the Community Service Department). Un-permitted use is prohibited.

By signing the permit, the applicant is acknowledging that they and/or 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.

### **10.2 Rental 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.

### **10.3 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.

#### **10.4 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 (\$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 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.

#### **10.5 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
- 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 behaviour in its recreational programs, facilities or properties.

### **10.6 Smoke-Free Ontario Act**

The Smoke-Free Ontario Act combined with the regional Smoking and Vaping By-law, 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 to ensure that no smoking occurs on municipal property for the duration of this permit and to ensure any person(s) smoking and/or vaping leave the property or extinguish the cigarette. The Permit Holder's failure to fulfill this responsibility under the law could be subject to an offence charge and face a fine.

### **10.7 Municipal Alcohol Policy**

The City considers each application for facility permit for Special Occasion Permits in relation to outdoor events individually and on the basis of the Municipal Alcohol Policy 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.

### **10.8 Sport Field and Outdoor Court Allocation Policy review and update**

The Sport Field and Outdoor Court 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.