

**The Corporation of the  
Town of Arnprior**

**By-law Number 7084-20**

A by-law to adopt Policy No. AS-CP-06 Recreation Facility Use Policy.

**Whereas** on November 13, 2018 Council passed Bylaw No. 6837-18, repealing the previous "Recreation Facility Usage Policy AS-CP-06 (By-law No. 6032-11); and

**Whereas** the Recreation Facility Use Policy, has been created to be more in line with current municipal legislative requirements, Strategic Plan sustainability objectives, and to be in line with the Town's current practices, policies and procedures; and

**Whereas** Council of the Corporation of the Town of Arnprior deems it expedient to adopt a new Recreation Facility Use Policy.


**Therefore** the Council of the Town of Arnprior enacts as follows:

1. **That** Policy No. AS-CP-06 Recreation Facility Use Policy is hereby adopted, as attached hereto, and forming part of this by-law;
2. **That** any by-laws and/ or resolutions or parts of by-laws and/or resolutions inconsistent with the provisions herein are hereby repealed; and
3. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted and Passed** this 24<sup>th</sup> day of August, 2020.

  
Deputy Mayor Lynn Grinstead

  
Maureen Spratt, Clerk

	<b>The Corporation of The Town of Arnprior Corporate Policies and Procedures Manual</b>	
	<b>Section: Corporate Policies</b>	<b>Policy # AS-CP-06</b>
<b>Policy Name: Recreation Facility Use</b>		
<b>Effective Date: August 24, 2020</b> <b>By-law No: 7084-20</b>	<b>Revised Date:</b> <b>By-law No:</b>	<b>Coverage:</b> Town Employees, Individuals and Organizations

### 1.0 Policy Statement

The Recreation Facility Use Policy references specific recreational facilities owned by the Corporation of the Town of Arnprior.

### 2.0 Purpose

The purpose of the policy is to establish clear and specific use of Town of Arnprior facilities for user groups and members of the public.

### 3.0 Scope

This policy applies to user groups and members of the public using the Town of Arnprior recreational facilities included herein. This policy should be read in conjunction with the following by-laws and policies:

- User Fees and Charges By-Law
- Open Air Burning By-Law
- Municipal Alcohol Regulations
- Smoking/Vaping By-Law
- The Animal Control By-Law
- Facility User Liability Insurance Program

Where there are any conflicts between these policies, the most restrictive enforcement shall apply.

## **4.0 Responsibility**

The Manager of Recreation is responsible for the administration of this policy and the scheduling of useage of the specific recreational facilities. The General Manager, Client Services / Treasurer is responsible for providing clarity or interpreting any imbiguity of the policy.

This policy should be reviewed at minimum every three years for updates.

## **5.0 Definitions**

**“Adult”** shall mean a person will be deemed to be an adult at the age of 16.

**“Senior”** shall mean a person will be deemed to be a senior at the age of 65.

**“Resident” or “Residential”** shall mean an individual that resident in the Town of Arnprior or an individual that resides in a municipality that has a recreation agreement with the Town of Arnprior.

## **6.0 Procedures**

### **6.1 General Provisions**

- a) In addition to items outlined in this policy, facility users shall adhere to all facility procedures outlined by rental agreements, facility signage and/or staff direction.
- b) Children under the age of 12 must be supervised by a parent/guardian at the Nick Smith Centre.
- c) Overnight camping at Town of Arnprior recreational facilities including all Town parks is prohibited.
- d) Where a reciprocal use agreement is in place between the Town of Arnprior and a local School Board, the reciprocal use agreement shall take precedence as it pertains to fees for facility use.
- e) To qualify for residential (in-town) rates, a group must be comprised of a minimum 75% in-town residents. When joint-use recreation agreements are in place with other municipalities, their residents shall be included as in-Town residents.

### **6.2 Nick Smith Centre - Arenas**

- a) The main arena with larger seating capacity will be referred to as Bert Hall Arena (previously referred to as Arena A).
- b) The arena with smaller seating capacity will be referred to as Glenn Arthur Arena (previously referred to as Arena B).

- c) The period from October 1 through April 30 will be deemed the winter ice season where winter ice rates will apply.
- d) The period from May 1 through September 30 will be deemed the summer ice season where summer ice rates will apply.
- e) The arenas shall operate according to demands. It is anticipated that during the winter season the arena will operate from 7:00 a.m. to 12:00 a.m. (midnight).
- f) Prime, Non-Prime and Early Morning ice times are defined as follows:

<b>BERT HALL ARENA</b>			
<b>Date</b>	<b>Early Morning</b>	<b>Prime Time</b>	<b>Non-Prime Time</b>
<b>Monday – Friday</b>	7:00am – 8:30am	4:00pm – 10:00pm	8:30am – 4:00pm 10:00pm – 12:00am
<b>Saturday &amp; Sunday</b>	N/A	7:00am – 10:00pm	10:00pm – 12:00am

<b>GLENN ARTHUR ARENA</b>			
<b>Date</b>	<b>Early Morning</b>	<b>Prime Time</b>	<b>Non-Prime Time</b>
<b>Monday – Friday</b>	7:00am – 8:30am	4:30pm – 10:30pm	8:30am – 4:30pm 10:30pm – 12:00am
<b>Saturday &amp; Sunday</b>	N/A	7:00am-10:30pm	10:30pm – 12:00am

- g) All Summer Ice is deemed Prime Time and is charged as such.
- h) The Last Minute Ice Discount is available when booking within 72 hours of the rental period however the discount does not apply to Early Morning Ice which is already discounted.
- i) One hour of rental ice shall consist of 50 minutes, allowing 10 minutes for flooding. Bert Hall Arena will run on the hour, while Glenn Arthur Arena will run on the half hour.
- j) Ice Cancellations:
  - i. The User will be charged for any ice cancelled within two weeks or less of their scheduled use (practices or games).
  - ii. The User will be charged for any ice cancelled within four weeks or less of their scheduled tournament.
  - iii. All cancellations are to be provided via written notice to the Customer Service Representative II (CSR II) and Manager of Recreation in the appropriate time frames as listed above.
- k) Rental payments shall be made as follows:

- i. Seasonal Contracts: A deposit of 50% of the total contract to be paid prior to first scheduled ice rental. The balance (50%) is to be paid by the midpoint of the rental being the first business day of January for Winter Ice contracts and the first business day of August for Summer Ice contracts.
  - ii. Minor Groups: These user groups are invoiced monthly and include, but are not limited to, Arnprior Minor Hockey Association, Arnprior Figure Skating Club, Arnprior McNab Ringette Association, Madawaska Girls Hockey Association.
  - iii. Special Event Contracts: The contract will be signed and paid in full two weeks prior to the event.
  - iv. Junior A Packers Contracts: The payment schedule shall be included in their contract
  - v. Casual Ice Rentals: The payment in full shall be made prior to going on the ice surface.
- l) Where the arena slab is rented for an event similar to an event typically held in the Community Hall, requirements similar to those under Section 6.4 below may apply.
- m) Pegs for the anchoring of nets for minor hockey or ringette games and practices will be used as follows:

Minor Hockey	Steel Peg	Anchor Peg
Tyke/IP	None	None
Novice	½ Steel Peg	---
Atom	½ Steel Peg	---
PeeWee	½ Steel Peg	---
Bantam	½ Steel Peg	---
U18	---	¾ Depth Anchor Peg
High School	---	¾ Depth Anchor Peg
Junior A	---	¾ Depth Anchor Peg

Ringette	Steel Peg	Anchor Peg
U7	None	---
U12	None	---
U14	½ Steel Peg	---
U16	½ Steel Peg	---
U18	½ Steel Peg	---

Any user groups wanting to use anchor pegs, if not already permitted to do so, must submit a formal request to the Operations Supervisor and Manager of Recreation and receive approval in writing.

- n) Helmets must be worn by all coaches, staff and players while on the ice during any practice or game.
- o) Due to unforeseen circumstances; should a rental run over time, the subsequent rental will start late but will receive its full ice time. Teams that run past their scheduled ice time more than twice will be charged for an additional half hour of ice.

**6.3 Nick Smith Centre - Swimming Pool**

- a) The swimming pool, for the purpose of this policy, shall consist of the pool, the surrounding deck area, shower areas, change rooms and the change lobby.
- b) All children under the age of 6 years must be directly accompanied by an adult (16 years of age or older) while swimming. The adult must be swimming with the child, always within arm’s reach. Children 6 years of age and older may swim without an adult only if they have Red Cross Level 4 or higher or equivalent swimming ability assessed by the lifeguards on duty.
- c) The ratio of non-swimmers to parent or guardian may be a maximum of 4 bathers to one parent or guardian (4:1). This ratio may be increased to a maximum of 8:1 if lifejackets are worn by all non-swimmers in their charge.
- d) All memberships shall be valid for one year from the date purchased:

Membership Type	Benefits
Public Swim Membership	Includes admission to public, family, leisure, adult and seniors swims

- e) The bather-to-lifeguard ratio, as determined by the Lifesaving Society of Canada for the swimming pool, is as follows:

Number of Bathers on the Deck and in the Pool	Minimum Number of Lifeguards on Deck, on Duty
0 to 40	1 guard
41 to 80	2 guards
81 to 140	3 guards
141 to 200	4 guards
Notes:	
1) The Town of Arnprior always staffs a minimum of two lifeguards at all times	
2) The bather load for the pool at the Nick Smith Centre is 190	

- f) Under special circumstances, partial refunds may be granted (for instructional fees), provided the refund is requested prior to the third lesson. Administration charges will be deducted from the refund.

- g) The user will be charged for any rental cancellations within two weeks or less of their scheduled use.
- h) No parents shall be permitted on deck for instructional swims unless special arrangements have been made with supervisory staff in advance.
- i) In all public, family, parent & tot, early bird, leisure, senior and adult swims, the pool will be cleared 10 minutes prior to the end of the schedule session, thus making for a 50-minute swim period.
- j) Children 6 years of age and older must use the change room designated for their gender or request the use of a private change area (see Pool Office for alternate change room use).
- k) The use of cell phones, cameras and any recording devices are prohibited from use in the swimming pool (pool, deck, showers, change rooms and viewing areas).
- l) Food and beverages are strictly prohibited from the swimming pool, the surrounding deck area, shower areas, change rooms and the change lobby.

#### **6.4 Nick Smith Centre - Community Hall**

- a) The Community Hall, for the purposes of this policy, shall include the Community Hall lobby and washrooms, kitchen and bar area.
- b) A Security Deposit and Damage deposit, as outlined in the User Fees and Charges by-Law as amended, is required in advance to secure the booking of the hall. This amount is refunded following the event barring any damages to the Community Hall.
- c) In the event of a cancellation by the User, deposits will be refunded as follows:
  - i. With 30 days or more notice, 100% of the rental fees and Security and Damage deposit will be refunded.
  - ii. With fewer than 30 days notice, 100% of the rental fees and 50% of the Security and Damage deposit will be refunded.
- d) All bar proceeds will remain with the Corporation of the Town of Arnprior.
- e) Rental contracts shall be signed and rental fees paid in full thirty (30) days prior to the event.
- f) The applicant shall be responsible for ensuring that the kitchen and its contents are left in a clean and tidy order and that tables are cleared.
- g) All hanging of decorations, signs, paintings, etc, shall be done in a manner which will not injure or mark the ceilings, walls or floors and shall be removed immediately following the event.
- h) An hourly setup/teardown fee, as outlined in the User Fees and Charges By-law as amended, will be applied to rentals that require setups beyond tables, chairs and staging or where hanging of décor is required by staff
- i) The user shall be responsible for enforcing the Community Hall capacity as follows: dances – 290 people; banquet – 360; theatre – 540.

- j) Security personnel may be required at the expense of the user, for select events at the discretion of the Manager of Recreation for safety purposes. Security personnel must stay until all parties have vacated the premises.
- k) All patrons must vacate the hall by 1:30 a.m. and all security personnel must vacate by 2:00 a.m.
- l) Damage deposits will be refunded in full if there is no damage and there are no overtime charges. Overtime charges (the rental hourly rate) will be incurred for each half hour the facility rental runs over the allotted time and will be deducted from the damage deposit.

### **6.5 Nick Smith Centre - Community Lounge and Viewing Area**

- a) The Community Lounge and Viewing Area is a public space and is not for exclusive use without the permission of the Manager of Recreation.
- b) The use of cameras or any recording devices are prohibited from use to capture content in the pool.

### **6.6 Municipal Marina**

- a) A rental contract must be signed and rental fee paid in full prior to docking at marina slips.
- b) No fishing is permitted off the Marina Slips or Boat Launch.
- c) No swimming is permitted off the Marina Slips, Boat Launch or Marina Area Waters.

### **6.7 McLean Avenue Ball Diamonds**

- a) For all tournaments, the diamonds will be limed by the Town of Arnprior only once for the opening game.
- b) During regular weekly operation, the Town of Arnprior will lime field once daily, as required.
- c) Rental parties will have access to lime and marking lime should they desire.
- d) Lights on the diamond will be turned on and off each day as needed.
- e) Rental parties will have access to the electric scoreboard on Diamond #1.
- f) Rental payments shall be made as follows:
  - i. Season Contracts: 100% of the total contract to be paid within two weeks of the scheduled start date. Any unused time will be refunded at the end of the season.
  - ii. Special Events/Tournaments: 100% of total contract paid within two weeks of event
  - iii. Minor Groups: These user groups will be invoiced monthly.

### **6.8 Robert Simpson Park**

- a) For purpose of this policy, reference to Robert Simpson Park shall include: the park itself, gazebo, beach, parking lots and amenities of the park.



- b) Rental contracts shall be signed and rental fees paid in full 30 days prior to the event.
- c) All hanging of decorations, signs, painting, etc shall be done with permission from the Manager of Recreation and in a manner which will not injure or permanently mark the Gazebo.
- d) The Beach at Robert Simpson Park has lifeguards on duty daily between 12:30 p.m. and 6:00 p.m. from July 1 to the second last weekend (Sunday) in August.
- e) A safe-to-swim area is denoted by buoys and is the swim area that is guarded by the lifeguards on duty.
- f) The beach will be closed and unguarded during periods of inclement weather such as thunderstorms or lightening or due to unsafe water conditions as outlined by the Renfrew County District Health Unit.
- g) Beach users are required to observe the posted Beach Rules and swim within the buoyed area for their safety.

### 8.0 Priority Use Allocations

Facility use requests will ultimately be determined by the Manager of Recreation however where appropriate, facility use allocations will be based on the priority sequence outlined herein. Consideration will be made for organizations bringing activities to the community which support the development of full and fair access for participants. Recognition of the unique schedule requirements of all users will be taken into consideration when allocating facilities.

Order	Organization/User
1	Town operated programs, activities and events
2	Registered Minor Organizations
3	Junior Sports Programs (competitive)
4	Registered Adult Organizations
5	Registered Community Organizations
6	Previous Year Users (Local)
7	Local Residents
8	Local Schools/Schools Boards
9	For Profit/Commercial
10	Non-Local Residents

### 9.0 Fees and Charges

The fees and charges for usage of recreational facilities shall be specified in the User Fees and Charges By-Law as amended.

## **10.0 Insurance**

Groups and individuals responsible for a facility rental are required to produce and maintain, throughout the duration of the Rental Agreement, proof of sufficient liability insurance coverage. Depending on the type of activity, sport or event, users will be required to have minimum liability insurance coverage of \$2 million.

Users can obtain coverage through the Town's Facility User Liability Insurance Program which allows individuals and/or groups renting a Town of Arnprior facility to extend liability insurance protection.

## **11.0 – Attachments**

None.