

ICE ALLOCATION POLICY

Policy Number	P2026-01
Classification	MUN
Effective Date	2026/07/14
Approval Authority	CAO
Supersedes	N/A
Mandated Review	2028

1. PURPOSE

The purpose of this Policy is to establish a fair, transparent, and equitable process for allocating arena ice time, ensuring optimal facility utilization and responsible management of municipal resources. It sets out standard allocation guidelines and priority criteria.

2. SCOPE

This Policy applies to all individuals, groups, and organizations requesting base allocation ice use at the K.C. Irving Regional Centre.

3. DEFINITIONS

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| (1) APPLICANT | means an individual, group, or organization that applies for a Contract. |
| (2) APPLICATION | means a request submitted by an individual, group, or organization for seasonal ice, tournament/event ice, or other ice use, in the form and manner required by the City. |
| (3) BASE ALLOCATION | means the initial distribution of seasonal ice hours to applicants in accordance with the User Priority Framework before any additional hours are considered. |

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| (4) CAO | means the Chief Administrative Officer of the City's administration appointed for the City of Bathurst. |
| (5) CITY | means the City of Bathurst |
| (6) CONTRACT | means a facility rental contract signed by the Client (or designated representative) and the City authorizing the Client's structured use of the facility. |
| (7) CONTRACT HOLDER | means the Client signing the Contract and responsible for compliance with all terms and conditions. |
| (8) COUNCIL | means the mayor and councillors of the municipality |
| (9) FOR-PROFIT GROUP | means a privately owned business organization whose primary objective is to generate profit for its owners, shareholders, or members. This includes corporations, partnerships, sole proprietorships, and commercial ventures, regardless of size or social impact. Examples may include for-profit camps, or sports academies. |
| (10) GRANDFATHERED ADULT CLIENT | means a long-term adult applicants that has held an existing ice time for a period of five (5) consecutive years or more and remains in good standing. |
| (11) NON-PRIME TIME | means weekday hours Monday to Friday, from 8:00am to 4:00pm. |
| (12) NOT FOR PROFIT GROUP | means an organization that operates for charitable, educational, recreational, or community purposes and does not distribute any surplus revenues to individuals or shareholders. This includes registered charities, incorporated non-profit societies, and unincorporated community groups whose primary purpose is to serve the public interest rather than to generate profit. |

- (13) **PRIME TIME** means any facility operating hours Monday to Friday after 4:00pm, weekends, and holidays.
- (14) **SEASONAL CONTRACT** means the Contract schedule for ice time granted for a defined Season.
- (15) **SPRING SEASON** means the season running from April – May, as defined in this Policy.
- (16) **SUMMER SEASON** means the season running from August – September, as defined in this Policy.
- (17) **TOURNAMENT / EVENT** means a tournament, championship, special event, or similar organized activity requiring dedicated ice allocations as defined and approved by the City.
- (18) **WINTER SEASON** means the season running from October – March, as defined in this Policy.

4. POLICY STATEMENT

The City is responsible for the fair, transparent, and equitable allocation of ice time at the K.C. Irving Regional Center. Ice allocation decisions are guided by established priorities, operational requirements, and community benefit. The City retains full authority over all final allocation decisions.

1) ALLOCATION PRIORITY

- a) The below table defines how facility applicants are categorized and how access is prioritized during the seasonal base allocation process.

Priority 1	- City Programming - Tournaments / Special Events
Priority 2	Priority Tenants & License Agreements - Chaleur Lightning (MHL) - U18 Major
Priority 3	- Youth Sport Organizations (Not for Profit) - Grandfathered Adult Clients

Priority 4	Educational Institutions
Priority 5	Adult Groups and associations
Priority 6	For Profit Groups and associations
Priority 7	- Balance of allocation requests exceeding established group allocation limits. - Applicants failing to submit allocation requests within established deadlines.

2) CONFLICT RESOLUTION – COMPETING REQUESTS

- a) The following conflict resolution mechanisms will be implemented in the event of two or more groups within the same priority level requesting the same days and times:
 - i. If one of the groups in question held the requested time in the preceding year, this group will be given priority.
 - ii. If none of the requesting groups held the requested time slot in the preceding year, the below criteria as a whole will be used to determine which group will be assigned the higher priority.
 - (a) Youth participation
 - (b) Historical usage
 - (c) Community impact
 - (d) Compliance history
 - (e) Diversity, Equity, and Inclusion considerations
 - (f) The degrees in which the user groups ice time requests have been met, apart from the ice time request in conflict

3) GRANDFATHERED ADULT CLIENTS

- a) Adult Client Groups who have historically held ice times for a period of at least five (5) consecutive years and remain in good standing shall be provided status as a "Grandfathered Adult Group".
- b) Qualifying groups shall be provided with Priority Level 3 allocation status.
- c) In circumstances where changes to the historically held ice time of Grandfathered Adult Clients are deemed necessary, every attempt will be made to find an equitable ice time replacement.
- d) If a designated Contract Holder of a Grandfathered Adult Client disbands or fails to apply for ice in a season, that Client will lose their Grandfathered status.
- e) 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.

4) EMERGING AND UNDERREPRESENTED GROUPS

- a) When reasonable and feasible, the City will recognize emerging and/or underrepresented groups.
- b) The City recognizes the value in supporting equity, diversity and inclusion and will strive to accommodate these groups whenever possible.
- c) The City will use unallocated hours first to meet the needs of underrepresented groups but reserves the right to reasonably reallocate hours from existing contract holders in order to accommodate.

5) MINIMUM SEASONAL COMMITMENT

- a) In order to qualify for the seasonal base allocation process, applicants are required to commit to a minimum weekly allocation:
 - i) **Winter:** 24 of 26 consecutive weeks with the winter season from October 1 to March 31.
 - ii) **Spring:** all consecutive weeks within the spring ice season beginning April 1 and ending on a date to be determined annually.
 - iii) **Summer:** all consecutive weeks within the summer ice season beginning in August at a date to be determined annually and ending on September 30.
- b) Applicants unable to commit to a full season, as defined, shall be considered once the seasonal base allocations have been assigned.
- c) Exceptions to the full season 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.
- d) The City reserves the right to designate exclusion dates for any period in which the facility is closed due to maintenance, repairs, operational requirements, holidays, emergencies, or any other unforeseen circumstances.

6) ICE ALLOCATION INCREMENTS

- a) In order to maximize facility efficiency and to ensure fair distribution among applicants, the following allocation increments have been established:
 - i) Minimum bookings: Allocation of ice will be minimum one-hour blocks.

- ii) 30-minute increments: Any additional time added to a booking must be allocated in increments of 30 minutes.

7) SEASONAL APPLICATION DEADLINES & KEY DATES

- a) The table below outlines the various application deadlines associated with each season for ice allocation.

Season	Application Distribution	Application Submission Deadline
Summer & Winter – Tournaments and events	March 1	April 15
Summer Seasonal	April 1	May 15
Winter Seasonal	May 1	June 15
Spring – Tournaments / events	January 15	February 1
Spring Seasonal	February 1	March 1

- b) Requests that are not received within the stated deadlines and/or without the required documentation will only be considered after all other requests have been processed.
- c) Submission of an application request does not constitute approval.

8) TOURNAMENTS AND SPECIAL EVENTS

- a) The City recognizes the significant positive impacts that tournaments and events provide to the community.
- b) Tournament, championship and special event ice time requests will be evaluated based on historical success; impact on the community and departmental operations; existing schedules and resources; and facility availability.
- c) To accommodate tournaments and events, minimize disruption to regular programs and league play, ice allocations will be determined prior to seasonal contracts.
- d) Tournament and event requests received after the application deadline will only be considered if there is no impact to Seasonal Clients.
- e) In order to minimize disruptions to regular schedules, a maximum of two weekend Tournaments/Events per month will be scheduled.
- f) The City reserves the right to limit the number of tournaments and events held.

- g) A maximum of 10% of the total tournament hours may be returned to the facility at no charge by notifying facility administration at least two (2) weeks in advance of the start date of the tournament. Cancellations not meeting the above-mentioned criteria shall be invoiced at the applicable rate.
- h) Tournament / Special event organizers shall receive a standalone contract for their event(s) separately from their seasonal contracts.
- i) The City reserves the right to alter a tournament/event request to ensure operational efficiencies.

9) GROUP ALLOCATION LIMITS

- a) To promote fairness, shared access, and community- wide benefits, the City will apply facility time allocation caps on a weekly basis for each applicant. These caps are intended to:
 - i) Prevent any single organization from monopolizing facility time
 - ii) Promote rotational access between groups and encourage scheduling equity
 - iii) Provide availability for public use, City programming, and emerging activities
 - iv) Align with the city's principles of transparency, equity, and sustainability.
- b) Prime Time Maximum:
Within this cap, no group may be allocated more than 50% of the total available prime time hours during the same weekly period, unless the requested time remains available upon completion of the season's scheduling. These limits are reviewed and enforced for each seasonal allocation cycle.

10) RESELLING UNUSED ICE, CANCELLATION PENALTIES AND CITY CONTROLS

- a) The City is the sole contract authority for all ice times and always controls the intended use of all contracted ice at the K.C. Irving Regional Center.
- b) Contract holders are strictly prohibited from transferring, reselling or sub-leasing any contracted ice allocations to another individual/group.
- c) Notice of any cancellations of ice time must be made in writing at least two (2) weeks in advance by contacting facility administration at kci@bathurst.ca. Late cancellations will be subject to pay for cancelled ice time at the applicable rate.
- d) Cancellations due to inclement weather shall be credited in full at the sole discretion of facility administration.
- e) It is the sole responsibility of the City to reallocate ice time due to cancellations or other circumstances.

11) PAYMENT TERMS

- a) Seasonal contract holders shall be invoiced at the end of each month for all billable hours accrued within the current month.
- b) Seasonal contract holders will have 30 days from receipt of invoice to pay all amounts owing.
- c) Delinquent accounts may be considered ineligible for further ice allocations and the contract terminated.

12) DECISION-MAKING, GENERAL ADMINISTRATION, AND CONTRACT REQUIREMENTS

- a) The City reserves the right to adjust ice allocations to address operational requirements, safety considerations, or broader community interest.
- b) The City reserves the right to reduce, reassign or reallocate ice times as required on an annual basis to optimize facility utilization and improve arena operational efficiencies.
- c) The City may approve exceptions to this policy to support strategic initiatives, high-impact events, or unforeseen circumstances.
- d) Any structured usage of City facilities requires a valid Contract (signed by the Client or a designated representative of the applicant organization).
- e) Signed contracts must be returned to facility administration at least one (1) week prior to the commencement of the contract period.
- f) Un-contracted use is strictly prohibited. Individuals / groups without an executed contract will be restricted from using the facility.
- g) By signing the Contract, 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 Contract and shall be referred to as the Contract Holder.

5. RELATED POLICIES

- Tariff of Fees Policy (ADM P2003-02)

6. RELATED DOCUMENTS

- Facility Rental Contract (Appendix A)

7. REVISION HISTORY

Date (yyyy/mm/dd)	Description of Change	Sections	Person who Entered Revision (Position Title)	Person who Authorized Revision (Position Title)

Appendix A

CONTRACT INFORMATION

Booking Reference: _____
Organization: _____
Contact Person: _____
Contact Phone: _____
Contact Email: _____

FACILITY INFORMATION

Facility Name(s): _____
Start Date: _____
End Date: _____

RATE INFORMATION

Facilities:	\$
Extra Fees:	\$
Subtotal:	\$
HST:	\$
Total :	\$

TERMS & CONDITIONS – Ice Rentals, KC Irving Regional Centre

- 1) Seasonal contract holders shall be invoiced at the end of each month for all billable hours accrued within the current month. Seasonal contract holders will have 30 days from receipt of invoice to pay all amounts owing.
- 2) Delinquent accounts may be considered ineligible for further ice allocations and their contract terminated.
- 3) Non-seasonal contracts must be paid in full at the time of booking. A non-refundable payment in full is required for non-seasonal contracts made less than 5 days in advance of booking date.
- 4) The City of Bathurst reserves the right to cancel or adjust the time on this agreement or any reserved times upon notification at least one week prior to the date of the use, or by reason beyond the control of the City of Bathurst. Time lost may be re-scheduled to an alternative date/time upon mutual agreement between the parties involved. If an alternate time is not available, the time lost shall be credited.
- 5) The City of Bathurst may terminate this agreement immediately where the fees have not been paid as set out or where the contract holder is in breach of any of the terms and conditions of this agreement.

- 6) The City of Bathurst is not responsible for any loss or damage to any equipment or personal property owned or used by the contract holder or any other person(s) present in the facility by reason of the activities contemplated by this agreement. The contract holder agrees to indemnify the City of Bathurst for any such loss or damage.
- 7) Contract holder is responsible for any damage incurred to the facility or City property and equipment because of any act or omission of the contract holder or the group represented by or affiliated with the contract holder, your members, users, and invited guests. In the event of any damage, the City will make all repairs necessary, and the contract holder will be responsible for repayment to the City of Bathurst.
- 8) Smoking and littering are all prohibited in City facilities.
- 9) The K.C. Irving Regional Center retains the license and responsibility for alcohol and therefore will be the only provider of alcohol in the Center.
- 10) Alcohol is not permitted in the dressing rooms.
- 11) The City of Bathurst agrees to provide the following standard level of services during the term of this agreement:
 - a. Flooding is done after each hour of usage. If different times are required for flooding, they must be requested when the application is submitted or at least one (1) week in advance.
 - b. Each ice rental is entitled to one (1) dressing room. Two (2) will be provided if/when available and for pre-scheduled games. Games which are not pre-scheduled in advance with the facility will not be guaranteed a 2nd dressing room.
- 12) Any group misusing the facility, causing public disturbance, or harassing City staff will be suspended from any further use of City facilities and all fees will be forfeited.
- 13) Contract holders are strictly prohibited from transferring, reselling or sub-leasing any contracted ice allocations to another individual/group.
- 14) Notice of any cancellations of ice time must be made in writing at least two (2) weeks in advance by contacting facility administration at kci@bathurst.ca. Late cancellations will be subject to pay for cancelled ice time at the applicable rate.
- 15) Cancellations due to inclement weather shall be credited in full at the sole discretion of facility administration.
- 16) Cancellations not meeting the criteria outlined in articles 14-15 will be invoiced according to their original booking.
- 17) The contract holder is responsible for ensuring that the facility and any other areas used by the contract holders' participants are left in a clean and orderly condition.
- 18) The City of Bathurst staff on duty is in complete charge of the facility, and their instructions are to be followed at all times.
- 19) All users and patrons must vacate the facility within one-half (1/2) hour of the end of the scheduled ice time. (A 10-minute grace period may be added if available)
- 20) Unless notified otherwise, anyone associated with an ice rental should enter and exit the facility through the Bernie White Entrance door.
- 21) Unless notified otherwise, ice times must start and end (by K.C. Irving Center clock) according to the times indicated on your booking. No early starts or late finishes.



22) When the Arena Attendant opens the end door for the Zamboni, all skaters must leave the ice surface.

23) This agreement or any rights and obligations of the contract holder under the agreement shall not be assigned without the prior consent of the City of Bathurst.

24) The contract holder hereby releases the City of Bathurst, their successors and assigns, of and from any and all liability of any kind for any foreseen or unforeseen bodily and personal injuries, or damage to personal property, and the consequences thereof arising directly or indirectly out of or occurring during the contract holders rental or occupation of the facility or any part thereof and the contract holder agrees to and does hereby indemnify, hold and save harmless, the City of Bathurst against any claim for bodily and personal injuries or damage to property and the consequences thereof by or through persons who were in attendance under the auspices of, sponsorship of, or as a member, guest, or customer of, or otherwise in connection with the contract holder.

I, the undersigned, have read, understood and agree to the above conditions and terms listed in this contract and acknowledge they are not enforceable until signed and submitted to the City of Bathurst.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____