

**M.D. of Opportunity No 17**

**RECREATION POLICY**

**TITLE: OUTDOOR FACILITY BOOKING POLICY- TOURNAMENTS,  
CONCERTS (PRIVATE USE)**

**EFFECTIVE DATE: DECEMBER 14, 2011**

**POLICY NUMBER: R.2**

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**Philosophy**

Municipal District of Opportunity No.17 will provide facilities for use to enhance the quality of services while reflecting and respecting the diverse cultures of its communities.

**Purpose of Policy:**

To set out the regulations with respect to the use of municipal facilities.

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**Policy Statements**

1. Definitions:
  - a) "Facilities" means any and all named and un-named outdoor Parks, Skateboard Parks, Designated Playgrounds, Cultural Designated Grounds, and Off Season Outdoor Skating Rinks that are located, operated and owned by the municipality.
  - b) "Event" means any party rentals, musical festival, dance festival, rock festival or similar musical activity whether indoor or outdoor, fishing derbies, carnivals, rodeos and/or bull-a-rama, mud bogging events, skidoo poker/quad rallies, road races, cultural events such as pow wow, round dances, hockey, baseball & volleyball tournaments, likely to attract 50 or more people in any one twenty-four (24) hour period, where paid or amateur performers attend, and which is held at any place within the municipality, and to which members of the public are invited or admitted for a charge, or free of cost;
  - c) "Licensee" means a person who has applied for and obtained a License to operate an event pursuant to this Policy.
  - d) "Licensing Officer" means the Manager of Recreation or the Bylaw Enforcement Officer of the municipality.
2. No person shall operate, maintain, conduct or advertise an event in the municipality unless he/she has first obtained a license from the Licensing Officer to operate or conduct such an event.
3. Applications for a license to conduct an event shall be made to the Licensing Officer in writing no less than thirty (30) days prior to the proposed date of the event and shall be accompanied by a non-refundable application fee and shall contain the following information:
  - a) The name, age, residence and mailing address and telephone number or numbers of the person(s) making such application. If the application is made by a partnership, the names and addresses of the partners shall appear. Where the applicant is an incorporated company, the application shall be signed by at least two directors and shall contain the addresses of such corporate directors and shall have attached a certified copy of the Certificate of Incorporation.

- b) The name, address and telephone number of the agent for the applicant who will be responsible for compliance of this Policy.
  - c) A written statement of the kind, character, or type of event, which the applicant proposes to conduct, operate or carry on.
  - d) The address or legal description of the property where the proposed event is to be conducted operated or carried on. Additionally, if the site of the proposed site is not owned or operated by the municipality, the applicant shall submit proof of ownership of the place where the event is to be conducted, or a statement signed by the owner of the premises indicating his consent that the site be used for the proposed event.
  - e) The date or dates and the hours during which the event is to be conducted.
  - f) An estimate of the number of customers, spectators, participants, and other persons expected to attend the event.
  - g) A detailed written explanation of the applicant's plans to provide security (including names of the Security Management Team), fire protection, policing, water supplies and facilities, sanitation facilities, food supplies and facilities, first aid facilities and services, vehicle parking spaces, vehicle access, and on-site traffic control. Unauthorized overnight camping shall not be permitted. The applicant's plans shall include what provisions shall be made for numbers of spectators in excess of the estimate, provisions for the clean-up of the premises and provisions for the removal of rubbish after the event has concluded. A plot plan showing the arrangement of the facilities, including those for parking, egress and ingress, shall be submitted which such application.
4. Every person applying for a license, pursuant to this Policy shall satisfy the Licensing Officer and if applicable, the Health Officer, Chief of Emergency Services, Hospital and Ambulance Service providers that he is able to meet the conditions and requirements set out in this Policy.
  5. Every licensee shall satisfy the appropriate parties that the following conditions and requirements will be met by supplying to the necessary parties a complete detailed plan for those items not less than thirty (30) days prior to the proposed event date.
  6. Security Protection – Every license shall provide, at his own expense, security protection. This shall include the provisions of a minimum of one security officer for every 100 persons expected to be in attendance. A list of names of the Security personnel is required.
  7. First Aid Facilities – Every license shall provide first aid facilities at the site of the event to satisfy the requirements of the Chief of Emergency Services.
  8. Parking Areas – Every license shall provide adequate parking spaces for persons attending the event by motor vehicle. The license may be called upon to provide a separate parking space for every three (3) persons expected to attend the event by motor vehicle. Such parking areas shall be clearly marked. The Licensing Officer shall approval an applicant's "parking plan" before a license shall be issued.
  9. Access and Parking Control – The Licensee shall provide adequate ingress and egress to the event premises and parking areas, therefore necessary roads, driveways and entrance ways shall exist to ensure the orderly flow of traffic into the premises from a highway or road which is part of the highway system or which is a highway maintained by the municipality. A special access way for fire equipment, ambulances, and other emergence vehicles shall be required. The Licensing Officer shall approve the Licensee's plans for ingress and egress

before a license shall be issued. Additionally, any License shall be required to have traffic attendants under his employ and to ensure orderly on-site traffic movement and relieve traffic congestion in the vicinity of the event area.

10. Hours of Operation – All events which are subject to a license pursuant to the provisions of this Policy shall close and cease operations according to the specific restrictions and quiet hours set out in Bylaw 2002-10 (Noise Control Bylaw).
11. Communications – The applicant shall be required to establish a communication system for public use where ordinary communications are not available.
12. Event Insurance – The Licensee shall provide their own event insurance coverage no less than \$2,000,000. Proof of the insurance must be provided to the municipality prior to the commencement of the event.
13. Miscellaneous – The Licensing Officer may impose such additional conditions as are reasonably calculated as necessary to protect the health, welfare and property of local residents and person attending the events. It will be necessary for the Licensee to provide letters of confirmation from the Royal Canadian Mounted Police (RCMP) indicating their satisfaction of the policing arrangements and from the Hospital and the Ambulance Service providers indicating their satisfaction with the first aid and ambulance services arrangements.
14. A Performance Bond or other form of security, as satisfactory to the municipality shall be required. A Licensee shall be responsible for all extra ordinary expenses incurring by the municipality as a result of the event.
15. A Licensee shall comply with all relevant Federal, Provincial, or Municipal laws in existence.
16. The Licensing Officer may grant relief from any of the above requirements where it appears that such an action is in the best public interest. This ability to grant relief shall be limited to those items within the control of the Licensing Officer under this Policy and does not relieve the Licensee from any conditions or requirements imposed by law, contract or otherwise. All event related matters shall be directed only to the Licensing Officer.
17. Any person, who operates, maintains, conducts, advertises an event in the municipality without first having obtained the license required by this order or, having obtained the license, and fails to comply with the conditions:  
  
Is guilty of an offence and is liable on conviction to a fine of not more than TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) and not less than ONE THOUSAND DOLLARS (\$1,000) and in addition, to a fine of not more than TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) for every day the offence continues and, in default of payment, to imprisonment for a term not exceeding thirty (30) days.
18. Non-profit Youth Organizations are exempt from the fees but shall be required to pay the refundable deposit fee of \$100.00.
19. Rates of Fees as indicated on attached Shedule “A”:

**R.2 Outdoor Facility Booking - Policy Schedule A**

**Rates of Fees**

<b>Facility</b>	<b>Non-Refundable Application Fees:</b>	<b>Weekend Rate (Fri, Sat, Sun)</b>	<b>One Day or Per Hour Rate</b>	<b>Refundable Deposit Fees</b>
Baseball Diamonds	\$50.00	\$400.00	\$100.00/Day or \$50.00/Per Hour	\$400.00
Outdoor Skating Rinks	\$50.00	\$200.00	\$75.00/Day or \$10.00/Per Hour	\$200.00
Skateboard Parks	\$50.00	\$200.00	\$75.00/Day, or \$10.00/Per Hour	\$200.00
Cultural Designated Grounds (Ceremonial Only)	\$50.00	\$200.00	\$75.00/Day, or \$10.00/Per Hour	\$200.00

## R.2 Outdoor Facility Booking - Policy Schedule B

### Facility Rental Deduction Schedule

Any or all of the Security Deposit may be kept for the following reasons:

1. Violations of any portion of the "Facility Rental Agreement"
2. Cancellations:

Description	Deduction
14 days or less from date of the event	25% of Security Deposit
7 days or less from date of the event	50% of Security Deposit
Cancellation due to extenuating circumstances	Manager of Recreation is authorized to determine whether or not the Facility User qualifies for a full or partial refund of Security Deposit

3. Outdoor Facilities:

Description	Deduction
Cleaning	25% of Security Deposit <b>per item</b> not cleaned as per Cleaning Checklist
Damages	Cost of Repair

4. Those not paying a damage deposit, violations of any portion of the "Facility Rental Agreement" will be required to pay a damage deposit for next use.
5. The person signing agreements are responsible for all damages over and above damage deposit.

APPROVED ON DECEMBER 14, 2011 – MOTION # 0721-2011-17MDC  
APPROVED ON (DATE) AND APPROVED ON (DATE)