



# **EDDIE MOUNTAIN MEMORIAL ARENA BYLAW NO. 2844, 2018**

This is a consolidation of the original Bylaw and adopted Bylaw amendments. The amendments have been combined with the original Bylaw for convenience only. This consolidation is not a legal document.

May 7, 2019

<b>BYLAW AMENDMENTS</b>				
<b>Bylaw No.</b>	<b>Amend. No./Yr.</b>	<b>Adopted</b>	<b>Short Citing</b>	<b>Description</b>
2928	1/19	May 3/19	Eddie Mountain Memorial Arena Regulation and Fee Bylaw No. 2844, 2018 – Amendment Bylaw No. 1, 2019	Schedule A repealed and replaced
2983	2/20	Mar 6/20	Eddie Mountain Memorial Arena Regulation and Fee Bylaw No. 2844, 2018 – Amendment Bylaw No. 2, 2020	Schedule A repealed and replaced

# REGIONAL DISTRICT OF EAST KOOTENAY

## BYLAW NO. 2844

This is a consolidation of the original Bylaw and adopted bylaw amendments. The amendments have been combined with the original Bylaw for convenience only. This consolidation is not a legal document.

A bylaw to establish regulations and fees for the Eddie Mountain Memorial Arena.

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WHEREAS Bylaw No. 1321 established the Columbia Valley Recreation Local Service to provide for the maintenance and operation of the Eddie Mountain Memorial Arena and other recreation facilities and services;

AND WHEREAS it is necessary to regulate and set fees for use of the Eddie Mountain Memorial Arena;

NOW THEREFORE, the Board of the Regional District of East Kootenay enacts as follows:

### 1. CITING

This Bylaw may be cited as “Regional District of East Kootenay – Eddie Mountain Memorial Arena Regulation and Fee Bylaw No. 2844, 2018.”

### 2. DEFINITIONS

2.1 In this Bylaw, the following definitions apply:

**Board** means the Board of Directors of the Regional District of East Kootenay.

**Commercial** means any individual or group that has obtained approval of a Use of Space Application for use of the Facility for the purpose of generating a profit.

**Fee** means the applicable fee(s) as set out in Schedule A to this Bylaw.

**Facility** means the Eddie Mountain Memorial Arena.

**Manager** means the RDEK Environmental Services Manager or his designate.

**Approved Applicant** means any Person that has obtained approval of a Use of Space Application in accordance with Section 6 of this Bylaw.

**Person** includes any person, corporation, partnership, or party, and the heirs, executors, administrators, or other legal representatives of such person, to whom the context can apply according to law.

**RDEK** means the Regional District of East Kootenay.

**Supervisor** means the Person designated by the Manager to administer the operation of the Facility.

**Suspension** means cancellation of the right to participate in an activity within the Facility and may, at the discretion of the Manager, mean cancellation of the right to enter the Facility.

### 3. DELEGATION OF AUTHORITY

3.1 The Manager shall have power, subject to the consent of the Board, to employ or contract personnel deemed necessary to carry out the provisions of this Bylaw, and whenever the Manager is authorized or directed to perform any act or duty under this Bylaw, such act or duty may be performed by any personnel authorized by such Manager to perform such act or duty.

3.2 The Manager is hereby authorized and directed to have general supervision over the operations and maintenance of the Facility.

3.3 The Manager is hereby authorized to make such rules governing the use of the Facility or directions to users of the Facility as are not inconsistent with this Bylaw and as are necessary or convenient for the efficient and lawful operation of the Facility.

#### **4. COMPLIANCE**

- 4.1 All Persons shall comply with all policies, rules, regulations and bylaws of the federal, provincial or local governments or any other governing body whatsoever in any manner affecting the Facility.
- 4.2 Usage of the Facility shall be in accordance with the terms and conditions of the Use of Space Application approved by the RDEK in accordance with Section 6 of this Bylaw.

#### **5. REGULATIONS**

- 5.1 No Person shall construct, erect or install any buildings or structures on or within the Facility without obtaining the prior written approval of the RDEK showing the design and nature of construction of such buildings or structures and their proposed location and indicating the intended use of the building or structure. All buildings or structures that are permanently affixed to the land or Facility shall become the property of the RDEK upon completion of construction.
- 5.2 No Person shall do, suffer or permit to be done any act or thing upon or in the Facility which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Facility or to the public generally.
- 5.3 No Person shall remove, destroy or damage any object, building, structure, work, or any property whatsoever in any part of the Facility, without first obtaining the written consent of the Manager.
- 5.4 All Persons using the Facility shall take all precautions necessary to prevent fire from occurring in or about the Facility, and shall observe and comply with all laws and regulations in force respecting fires.
- 5.5 No Person shall permanently construct, erect, place or install on or within the Facility any poster, advertising sign or display, electrical or otherwise, without first obtaining the written consent of the Manager.
- 5.6 No Person shall park along the north side of the facility.
- 5.7 No Person shall deposit, anywhere in the Facility any garbage, refuse, sewage, empty or broken bottle, can, waste, or other debris or obnoxious material, except in a receptacle provided for that purpose.
- 5.8 No Person shall discharge any fireworks within any part of the Facility without prior authority of the RDEK.
- 5.9 No Person shall possess or consume alcohol in any part of the Facility except with approval of the Manager and possession of a Special Occasion Licence granted by a Province of British Liquor and Cannabis Regulation Branch in which case alcohol may be possessed or consumed only in the area designated for that purpose and on the dates and times indicated on said Licence. The holder of the approved Use of Space Application and Special Occasion Licence must ensure that those serving alcohol are properly licensed to do so.
- 5.10 Smoking is prohibited in the Facility and within three metres of any entrance to the Facility. All persons shall comply with all laws and regulations pertaining to smoking in or around any part of the Facility and shall use receptacles provided for extinguishing smoking materials.
- 5.11 Where a Use of Space Application is approved for an activity or event involving youth aged 16 and under, there must, at all times, be one responsible adult, parent or guardian in attendance for every ten youths.
- 5.12 The Approved Applicant shall be responsible for the conduct and action of the participants and spectators at the activity or event in any part of the Facility.
- 5.13 When engaged in activities or events at the Facility, all Persons must wear the appropriate footwear, safety gear, and head protection as applicable, in accordance with laws and regulations, and as may be required by the Manager. In any case, all minor children must wear helmets when engaged in on-ice activities.

- 5.14 Concession vendors must receive prior written approval of the Manager to operate in any part of the Facility.
- 5.15 The Approved Applicant is responsible for providing security for their activities or events and the Manager is authorized to impose the provision of security when approving the Use of Space Application.
- 5.16 The Approved Applicant must provide traffic control for their activity or event, if required.
- 5.17 Written approval of the Supervisor must be received prior to an Approved Applicant trading any booked time.

## **6. USE OF SPACE APPLICATION**

- 6.1 The use of any part of the Facility shall not be granted without approval of a Use of Space Application except general public use of the Facility as determined by the Manager.
- 6.2 The Manager is hereby authorized to:
  - (a) develop the form of the Use of Space Application and to amend said application as may be required from time to time;
  - (b) approve or refuse any Use of Space Application subject to the provisions of this Bylaw and all other applicable laws, rules and regulations; and
  - (c) set the terms and conditions to be included in the approved Use of Space Application which terms and conditions may be different for different users, activities and events.
- 6.3 No activity or event shall be publicized in any manner before a Use of Space Application has been approved.
- 6.4 Where multiple groups submit a Use of Space Application at the same time, priority shall be given as follows:
  - (a) Children/Youth/Junior Hockey team
  - (b) Leagues
  - (c) Public/Senior Citizens/Family
  - (d) Adult
  - (e) Commercial/Private
- 6.5 Any appeal regarding the approval or refusal of a Use of Space Application shall be made to the Board and upon considering the matter under appeal, the Board may confirm, reverse or vary the decision under appeal and make any decision that the Board considers appropriate. The decision of the Board shall be final and there shall be no further appeal from its decision whatsoever.

## **7. LIABILITY INSURANCE**

- 7.1 Except as provided in Section 7.2 of this Bylaw, all Permittees must hold a general liability insurance policy for a minimum of \$2,000,000 including bodily injury, property damage coverage, and where applicable, coverage for alcohol-related incidents, and with the RDEK named as additional insured.
- 7.2 Public skating including family, adult, parent and tots, and pre-school skates are exempt from the requirement to provide liability insurance coverage as required under Section 7.1 of this Bylaw.
- 7.3 Proof of insurance must be provided to the Manager prior to the first use of the Facility.
- 7.4 Each term of liability insurance coverage must cover the term of the Facility booking.

## **8. FEES**

- 8.1 Fees for the use of the Facility are hereby imposed in accordance with Schedule A attached to and forming part of this Bylaw.

**9. ENFORCEMENT**

- 9.1 The Board hereby authorizes the Manager to enforce the provisions of this Bylaw.
- 9.2 The Manager or Supervisor may at any time, enter the Facility to ascertain whether the regulations of this Bylaw are being obeyed.
- 9.3 No Person shall obstruct or impede the Manager or Supervisor or any person authorized by the Board in the execution of their duties within this Bylaw.

**10. PENALTIES**

- 10.1 Every Person who:
- (a) violates any of the provisions of this Bylaw;
  - (b) suffers or permits any act or thing to be done in contravention or in violation of any provision of this Bylaw;
  - (c) neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw; or
  - (d) does any act which violates any of the provisions of this Bylaw;

is guilty of an offence against this Bylaw and liable to the penalties hereby imposed. Each day that a violation continues to exist shall constitute a separate offence.

- 10.2 Every Person who commits an offence against this Bylaw is liable to a fine and penalty of not more than \$1,000.00 and not less than \$100.00 for each offence, and in default of payment thereof, forthwith or within such time as the presiding Provincial Court Judge shall direct, the fine imposed shall be recoverable under the provisions of the *Offence Act*.
- 10.3 Any Person in possession of or consuming alcohol in the Facility without a Special Occasion Licence will result in the immediate Suspension of those Persons for one year from the date of the Suspension.
- 10.4 Intimidation or threats of reprisal towards any RDEK staff or RDEK contractors by an Person using the Facility may result in a permanent Suspension of those Persons from the Facility.

**11. SEVERABILITY**

- 11.1 If any section, subsection, sentence, clause, or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Bylaw.

**12. REPEAL**

- 12.1 Bylaw No. 2640 cited as "Regional District of East Kootenay – Eddie Mountain Memorial Arena Regulation and Fee Bylaw No. 2640, 2015" is hereby repealed.

READ A FIRST TIME the 7<sup>th</sup> day of September, 2018.

READ A SECOND TIME the 7<sup>th</sup> day of September, 2018.

READ A THIRD TIME the 7<sup>th</sup> day of September, 2018.

ADOPTED the 7<sup>th</sup> day of September, 2018.

(Rob C. Gay)  
CHAIR

(Shannon Moskal)  
CORPORATE OFFICER

BL 2983  
Mar 6/20

**SCHEDULE 'A' TO BYLAW NO. 2844**

**FEES**

**Eddie Mountain Memorial Arena**

**1. FEES**

1.1 The following Fees shall apply for the use of the Facility, inclusive of GST:

(a) General Admission (Public Skate)

Drop in - Individual	\$4.00/person
Drop in - Family (immediate family living in one household)	\$12.00
Pre-School	Free
Registered Minor Hockey or Figure Skating Club Member	Free
Season Pass - Individual	\$40/season
Season Pass - Family (immediate family living in one household)	\$120/season

(b) Ice Rental – Registered Groups (Over 50 hours booked in a calendar year)

Youth Registered Groups	\$70/hour
Adult Registered Groups	\$125/hour
Senior and Women’s Groups	\$87/hour
Youth Tournaments/Events/Junior Hockey Games	\$80/hour
Statutory Holidays	25% increase over hourly rate

(c) Ice Rental – Groups (Under 50 hours booked in a calendar year)

Youth (July to August)	\$90/hour
Youth (September to April)	\$95/hour
Adult (July to August)	\$125/hour
Adult (September to April)	\$150/hour
Statutory Holidays	25% increase over hourly rate

(d) Ice Rental – Tournament Rates (Under 50 hours booked in a calendar year)

Youth	\$140/hour
Adult	\$150/hour
Hockey Schools (Monday to Friday from 8:00 am to 6:00 pm)	\$6,000/week
School Groups	\$20/hour
Statutory Holidays	25% increase over hourly rate

(e) Mezzanine Room Rental

Birthday Parties and Meetings	\$30/day - up to 4 hours \$70/day - over 4 hours
For Profit Events and Beer Gardens	\$70/day
Combined with Ice Rental under Section 1.1(b) above	Free provided room is cleaned by Approved Applicant

(f) Dry Floor Rental

Adult	\$120/hour
Youth	\$55/hour
Non-Profit Events and Commercial Events	\$130/hour

(g) Other

Advertising Rights – Boards and Commercial Signage	\$1,900/year
Concession Rental	\$350/month

- 1.2 For any activity in which user groups are comprised of a combination of youth, adults or seniors, the adult Fee shall apply.
- 1.3 Additional charges, at cost plus twenty percent (20%) administration, will be charged for:
  - (a) services not provided as part of the approved Use of Space Application; and
  - (b) any damages caused by mischief, vandalism or by accident.

**2. PAYMENT OF FEES**

- 2.1 For Facility uses identified in Section 1.1(b) above, Fees will be invoiced monthly for Facility use. The Approved Applicant is responsible for all Fees if an activity or event is cancelled by the Approved Applicant:
  - (a) less than 7 days prior to the Facility booking; or
  - (b) for a tournament, less than 30 days prior to the Facility booking.
- 2.2 For Facility uses identified in Sections 1.1(c), (d) and (e) above, a non-refundable deposit of 25% of the Fees (minimum \$25.00) must be paid at the time of submitting a Use of Space Application. The balance of the Fees are due and payable prior to the date of commencement of the activity or event. Failure to pay the required Fees will result in cancellation of the approved Use of Space Application.
- 2.3 Refunds of Fees will be given if programs are cancelled by the RDEK or by the Approved Applicant if the Approved Applicant provides:
  - (a) a minimum of 7 days notice; or
  - (b) for a tournament, a minimum of 30 days notice.

Refunds are prorated based on the service rendered to date.

**3. DAMAGE DEPOSIT**

- 3.1 A damage deposit of \$200.00 per day of the activity or event may be required. The damage deposit must be paid at least two weeks prior to the date of commencement of the activity or event. The damage deposit will be refunded provided the conditions set out in the approved Use of Space Application and all other conditions under this Bylaw or as imposed by the Manager, are met. In the event those conditions are not met to the satisfaction of the Manager, the damage deposit will be retained to cover costs.
- 3.2 For concession operation, a damage deposit of \$500.00 per season must be paid at least two weeks prior to the date of commencement of the season. The damage deposit will be refunded provided the conditions set out in the operation agreement and all other conditions under this Bylaw or as imposed by the Manager, are met. In the event those conditions are not met to the satisfaction of the Manager, the damage deposit will be retained to cover costs.
- 3.3 In the event that the costs incurred by the RDEK for clean-up or damage repair exceed the amount of the damage deposit, the Approved Applicant shall be responsible to pay the full costs plus 25 per cent (25%).
- 3.4 The damage deposit may be used by the RDEK to hire security if the need arises.