

The Corporation of the City of Temiskaming Shores
By-law No. 2020-032
Being a by-law to adopt a Recreation Cancellation and Refund Policy for the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas under Section 270 (1) (8) of the Municipal Act, 2001, S.). 2001, c. 25, as amended a municipality is to adopt and maintain a policy with respect to pregnancy leaves and parental leaves of members of council;

And whereas Council considered Administrative Report No. RS-003-2020 at the March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Recreation Cancellation and Refund Policy for consideration at the March 24, 2020 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council hereby adopts a **Recreation Cancellation and Refund Policy** for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2020-032

Recreation Cancellation and Refund Policy

Office Consolidated

By-laws amending original Municipal By-law No. 2020-032:

By-Law 2022-145

September 20, 2022

Note:

This office consolidation has been prepared to assist the reader in understanding the amendments to By-law No. 2020-029.

City of Temiskaming Shores

Recreation Department

Cancellation & Refund Policy

1. Purpose

The goal of the policy is to establish a framework that will provide efficient and consistent procedures for all recreation department staff. This policy focuses on cancellations and refunds for programs and services offered by the Recreation Department of the City of Temiskaming Shores.

2. General Policies

- 2.1. All cancellations must be received in writing by the City of Temiskaming Shores.
- 2.2. Refunds will be issued by cheque to the mailing address on file unless an alternative method of refund is available.
- 2.3. All cancelled rental times will revert to the Recreation Department. Subletting is not permitted by any facility user.
- 2.4. Should the facility staff and or management determine that the facilities are not suitable for use, and are not used, no fee will be charged. A cancellation fee will not be charged if the facilities are deemed not suitable for use.
- 2.5. The City of Temiskaming Shores has the right to request the use of the recreational facilities and lands for its own purpose, provided that the City gives prior written notice of its intention to use the recreational facilities, acting reasonably, on a specified date and the City's proposed use does not disproportionately and adversely impact the revenues and expenses of the displaced group.
- 2.6. In the event of a cancellation less than forty-eight (48) hours in advance of a rental due to inclement weather the renter will not be responsible for any cost of the rental.
- 2.7. Unpredictable, unexpected or extreme situations will be taken into consideration for cancellation deadlines including but not limited to mechanical malfunctions, weather events and states of emergency.

3. Hall Rentals

- 3.1. Hall rentals will consist of rentals of
 - 3.1.1. Dymond Hall
 - 3.1.2. New Liskeard Community Hall
 - 3.1.3. Riverside Place
 - 3.1.4. Don Shepherdson Memorial Arena Hall
 - 3.1.5. Shelly Herbert-Shea Memorial Arena Hall
 - 3.1.6. Shelly Herbert-Shea Memorial Arena Lion's Den

3.1.7. Harbour Front Pavilion

- 3.2. Written notice of cancellation must be received sixty (60) days in advance of the scheduled event to receive a full refund (less a \$50.00 non-refundable administrative fee) or within thirty (30) days in advance of the scheduled event to receive a 50% refund (less a \$50.00 non-refundable administrative fee). Notice given less than thirty (30) days before the scheduled event will receive no refund.
- 3.3. Rescheduling of hall rentals is permitted in all municipal halls except for Riverside Place, Friday through Sunday.
- 3.4. Rescheduling refers only to rescheduling to the same hall at a date within two months of the original rental date.
- 3.5. Rescheduling to another hall constitutes a cancellation.
- 3.6. A minimum of two (2) weeks' notice is required for a rescheduling request.
- 3.7. An administrative fee of \$50.00 will be applied to all rescheduled hall rentals unless the rescheduling is a request from the municipality to the renter.
- 3.8. All hall rentals for any meeting under 3 hours will be subject to all above terms except the administrative fee will be set at \$20.00 instead of \$50.00.

4. Birthday Parties (Pool & Lounge)

- 4.1. Written notice of cancellation must be received fourteen (14) days in advance of the scheduled event to receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less).
- 4.2. Notice of cancellation given less than fourteen (14) days in advance of a scheduled event will receive no refund.

5. Pool & Fitness Centre Lounge Rentals

- 5.1. All non-fitness class rentals cancelled at least fourteen (14) days in advance of the scheduled rental will receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less). Notice given less than fourteen (14) days in advance of a scheduled rental will receive no refund.
- 5.2. All fitness class rentals cancelled at least seven (7) days in advance of the scheduled rental will receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less). Notice given less than seven (7) days in advance of a scheduled rental will receive no refund.

6. Winter Ice Rentals

- 6.1. Cancellation policies for winter ice time are consistent for all ice users.
- 6.2. Written notice of cancellation must be received seven (7) days in advance of the scheduled ice rental to receive a full refund or to not be invoiced for the scheduled time.
- 6.3. Written notice of cancellation for ice rentals received less than seven (7) days but more than twenty-four (24) hours in advance of the ice rental will receive a 50% refund or be invoiced at 50% of the applicable rental rate.

- 6.4. If notification of cancellation is received less than twenty-four (24) hours in advance of the scheduled ice rental, the ice user will be responsible for the full cost of the cancelled ice rental.
- 6.5. In the event of an ice rental cancellation less than seven (7) days in advance of the rental due to inclement weather the renter will not be responsible for any cost of the rental.

7. Summer Ice Rentals

- 7.1. Cancellation policies for summer ice time are consistent for all ice users.
- 7.2. Written notice of cancellation must be received fourteen (14) days in advance of the scheduled ice rental to receive a full refund or to not be invoiced for the scheduled time.
- 7.3. Written notice of cancellation for ice rentals received less than fourteen (14) days but more than forty-eight (48) hours in advance of the ice rental will receive a 50% refund or be invoiced at 50% of the applicable rental rate.
- 7.4. If notification of cancellation is received less than forty-eight (48) hours in advance of the scheduled ice rental, the ice user will be responsible for the full cost of the cancelled ice rental.

8. Field Rentals

- 8.1. Field rentals consist of rentals for the following facilities
 - 8.1.1. New Liskeard Soccer Field 1
 - 8.1.2. New Liskeard Soccer Field 2
 - 8.1.3. Haileybury Soccer Field 1
 - 8.1.4. Haileybury Soccer Field 2
 - 8.1.5. Haileybury Soccer Field 3
 - 8.1.6. Haileybury Soccer Field 4
 - 8.1.7. Dymond Ball Field A
 - 8.1.8. Dymond Ball Field B
 - 8.1.9. Farr Park Ball Field 1
 - 8.1.10. Farr Park Ball Field 2
 - 8.1.11. New Liskeard Ball Field North
 - 8.1.12. New Liskeard Ball Field Centre
 - 8.1.13. New Liskeard Ball Field South
- 8.2. Notification of cancellation of any scheduled rentals for any reason other than inclement weather is required at least forty-eight (48) hours in advance of the scheduled rental to receive a full refund. The user will be responsible for the full cost of the applicable rental if notification is received with less than forty-eight (48) hours of notice.
- 8.3. The user will receive a full refund should any field rentals be cancelled due to any public health advisories put in place by the public health unit that necessitate a cancellation.

9. Marina Boat Slips

- 9.1. Marina Boat Slip rentals consist of rentals for the following facilities
 - 9.1.1. New Liskeard Marina
 - 9.1.2. Haileybury North and South Marina
- 9.2. Only seasonal slip rentals will be eligible for refunds.
- 9.3. Refunds will only be processed once a request for cancellation has been received at City Hall. Cancellation requests should be sent to info@temiskamingshores.ca.
- 9.4. If notice of cancellation is received prior to May 15th the renter will be entitled to a full refund less a \$50.00 admin fee.
- 9.5. If notice of cancellation is received after May 15th and prior to July 1st the renter will be entitled to a 50% refund.
- 9.6. No renter will be entitled to a refund of their seasonal rental fee after June 30th.

10. Bucke Park Sites

- 10.1. Only seasonal site rentals will be eligible for a refund. No refunds will be given for monthly or daily site rentals.
- 10.2. Refunds will only be processed once a request for cancellation has been received at City Hall. Cancellation requests should be sent to info@temiskamingshores.ca.
- 10.3. If notice is received prior to May 15th the renter will be entitled to a full refund less a \$50.00 admin fee.
- 10.4. If notice is received after May 15th and prior to July 1st the renter will be entitled to a 50% refund.
- 10.5. No renter will be entitled to a refund of their seasonal rental fee after June 30th.

11. Winter Storage

No refunds will be given for cancellation of winter storage.

12. Memberships

- 12.1. The effective date of membership cancellation is the date written notice of cancellation is received by the City of Temiskaming Shores and not the date the participant stopped using their membership.
- 12.2. All memberships at the Pool and Fitness Centre may be cancelled for a full refund (less an administrative fee of \$25.00 or 25% whichever is less) within seventy-two (72) hours of purchase.
- 12.3. Monthly memberships (one, three, and six-month interval memberships) are non-refundable seventy-two (72) hours after purchase.
- 12.4. One (1) year memberships may be cancelled only if more than nine (9) months are remaining in the membership term. The refunded amount will be 60% of the yearly

membership fee. If there are less than nine (9) months remaining in the membership term the membership is non-refundable.

- 12.5. No refunds are given for any daily fees, or book of 5 passes.
- 12.6. All memberships may be put on hold due to a medical reason. A signed doctor's note must be provided to put the membership on hold.
- 12.7. Non-medical membership holds will only be considered for one (1) year memberships and can only be put on hold once during that year. One (1) month, three (3) month, or six (6) month memberships may not be put on hold. In extenuating circumstances, memberships may be extended for a period of up to two (2) months at the approval of the Superintendent of Community Programs, or the Director of Recreation.
- 12.8. ALL hold requests must be accompanied by a letter stating the member's name, phone number, email address, the start date for the hold, end date of the hold and the reason for the request. Once placed on hold this action cannot be reversed or changed.
- 12.9. In the event of a death of a membership holder, upon request by the executor of the that member's estate, the full remaining amount of their membership will be refunded on a pro-rated basis to the date on their death certificate. The refund will be in the form of a cheque made out to the member's estate.

13. Pool Rentals

Notification of cancellation of any scheduled rentals for any reason other than inclement weather is required at least forty-eight (48) hours in advance of the scheduled rental to receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less). The user will be responsible for the full cost of the applicable rental if notification is received with less than forty-eight (48) hours of notice.

14. Programs (Swimming Lessons, Fitness Classes, Youth Programs, and Aquatic Leadership Classes)

- 14.1. All program registrations will be provided a 48-hour grace period beginning from the time of registration where withdrawals and transfers will be permitted without penalty to the purchaser.
- 14.2. After the 48-hour grace period outlined in 14.1, an administration fee of \$20.00 or 20% of the registration cost (whichever is less) is applicable for all non-medical cancellations of program registrations
- 14.3. Program registrations cancelled at least seven (7) days prior to the start of the program will be eligible for a full refund (less an administrative fee of \$20.00 or 20% whichever is less) unless they occur within the 48-hour grace period.

- 14.4. For all programs, there will be no administration fee for refunds due to medical reasons. A medical note from a medical practitioner must accompany the refund request. Refunds will be processed according to the date the written request, with accompanying note, is received by the City of Temiskaming Shores. Refunds will be prorated based on the number of classes already completed (if any) at the date of written request.
- 14.5. Any program transfers will be subject to an administration fee of \$20.00 or 20% of the registration cost (whichever is less) unless they occur within the 48-hour grace period. Program transfers at the request of or by the City will not be charged a fee