

## **M.D. Recreational Facilities Policy**

**3B.003**

**Section:** 3.0 Planning and Community Services  
- B. Parks and Recreational Services

**Authority:** Council

**Administering Department:** Planning and Community Services

---

### **Statement**

The Municipal District of Bonnyville (M.D.) considers its recreational facilities to be valuable assets and shall ensure the regulation and governance of the costs and fees for use. Further, the municipality shall establish an inspection and maintenance schedule for recreational facilities.

### **Purpose**

To ensure the correct application of deposits and fees and to assist in providing safe recreational facilities that are accessed by the public.

### **Definitions**

For the purposes of the policy:

- (1) "Council" means the duly elected Council of the M.D.;
- (2) "Recreational Facilities" means the parks, ball diamonds, picnic tables, playgrounds, trails, ice rinks, boat launches and boat docks that are owned by the M.D. as well as the Kinosoo Ridge Snow Resort;
- (3) "Senior" means a person who is 65 years of age or older.

### **Policy**

- (1) Rate amounts related to recreational facilities are as outlined in the M.D. Master Rates Bylaw.
- (2) All reservations will be addressed on a 'first come, first serve' basis.
- (3) Any promotional rates offered for recreational facilities must be approved by Council. Rates shall be reviewed annually and approved by Council through the M.D. Master Rates Bylaw by June 30 for the following year's fees, and for Kinosoo Ridge Snow Resort, the upcoming ski season fees.
- (4) Inspection and maintenance schedules for certain park areas will be implemented by the municipality's associated department subject to budgetary constraints and manpower/equipment availability.
- (5) Campgrounds
  - (a) If cancellation occurs prior to 72 hours of the intended reservation the full amount will be refunded minus one night. If cancellation occurs less than 72 hours the full amount will be withheld.
  - (b) All reservations are to be paid for in advance at the time of booking.

- (c) All full-time permanent M.D. staff and Council shall receive a 50% discount on all campground rental rates.
- (6) Ball Diamonds
- (a) All tournaments booked at an M.D. ball diamond shall require a damage deposit in accordance with the M.D. Master Rates Bylaw. The municipality will subtract penalty fees from the deposit for the following expenses resulting from the tournament:
- (i) \$25.00 dollars per hour for each staff member to clean up debris.
  - (ii) Cost of supplies to repair any damages and labor to diamonds or other amenities.
- (b) M.D. ball diamonds will be considered unplayable if the following conditions exist:
- (i) ponding of water on the surface of ball diamonds;
  - (ii) water sponging up around your feet when walking on the diamonds;
  - (iii) weather conditions such as lightning and thunderstorms.
- (c) If any of the conditions listed in Section (6)(b) occur, the ball diamonds will be considered unplayable and the practice and/or game is to be rescheduled. While the M.D. will use the above conditions to close fields, the M.D. continues to have exclusive rights to cancel any games due to any reason deemed acceptable by the M.D.
- (d) If a user arrives at a field and the above conditions listed in Section (6)(b) exist or, if these conditions develop during the course of a game, they are asked not to play on the diamond. Factors must be considered including the safety of the participants, the possibility of liability through incident or injury and the expense of diamond repair and maintenance.
- (e) If a user ignores the unplayable conditions:
- (i) The user will be required to pay for all damages to the ball diamond arising from abuse to the facility;
  - (ii) The user will be held liable and responsible for incidents or injuries incurred because of unsafe conditions; and
  - (iii) The user will have their right to play on the M.D. diamonds suspended or revoked for any future use.
- (f) When severe or threatening weather is imminent, users shall immediately move to a safe location away from metal structures, tall structures and out of the open field.
- (7) Picnic Tables
- (a) A damage deposit charge shall be applied on all picnic table rentals in accordance with the M.D. Master Rates Bylaw. Non-profit organizations will have a damage deposit maximum capped rate. The municipality requires 24 hours notice for drop off or pick up of picnic tables.
- (8) Recreational Facilities – Inspections and Maintenance
- (a) All inspections shall be:
- (i) documented and retained on file;
  - (ii) signed and dated by a qualified Inspector (when applicable).

- (b) Original inspections will be completed either in ink or web base software, dated and signed by the inspector, and shall be submitted to the Director of Parks, Recreation and Culture within seven (7) days of the inspection.
  - (c) All required follow-up repairs and/or maintenance will be noted under “Action Required” on the inspection form and will be the responsibility of the Parks Manager.
    - (i) Any hazards on a playground inspection listed as A1 (immediate danger to life) will be resolved immediately.
  - (d) Safety hazards deemed critical by the Manager of Parks shall be completed as soon as is reasonably possible. Areas or equipment with identified safety hazards shall be closed until proper repairs are carried out.
  - (e) Weekly inspections will be completed on ball diamonds and trails subject to budgetary constraints and manpower/equipment availability. Monthly inspections will be completed on campgrounds and playgrounds subject to budgetary constraints and manpower/equipment availability.
  - (f) Inspections will be reviewed by the Director of Parks, Recreation and Culture and/or the Parks Manager to attempt to identify any trends or areas of concern.
  - (g) An annual report will be prepared detailing results of the inspection program.
  - (h) Inspectors will be persons trained to complete this task and may include volunteers.
  - (i) Inspections and maintenance for the Kinosoo Ridge Snow Resort ski lifts is regulated by the Alberta Safety Codes Council and its Z98 code. All ski lifts will undergo annual inspections by an AEDARSA Safety Codes Officer to meet both the Manufacturer’s requirements and the Z98 code.
- (9) Playground Installations
- (a) A certified playground inspector will review the blueprint and installation instructions prior to purchase to ensure CAN/CSAZ614-07 standards are being followed.
  - (b) All play structures must be installed according to manufacturers design instructions and have a certified playground inspector on site during periods of playground installation.
  - (c) Protective surfacing choice and retaining wall dimensions must be reviewed and approved by a certified playground inspector prior to installation.
  - (d) Protective surfacing and retaining wall must be properly installed before playground’s first use.
  - (e) A “Playground Equipment Compliance Inspection and Inventory Report” must be completed prior to playground’s first use.
  - (f) The M.D. will only be responsible for future maintenance, signage, and inspection of playgrounds on Municipal Reserve’s and campgrounds.
- (10) Kinosoo Ridge Snow Resort
- (a) Kinosoo Ridge Snow Resort will be closed to the public if temperatures are at or below -32 degrees Celsius ambient temperature and/or wind chill.

- (b) Alcohol will be allowed only within designated areas of Kinosoo Ridge Snow Resort.
- (c) The M.D. reserves the right to refuse an individual service or revoke their lift ticket privileges after the point of sale without refund. These rights may be initiated for, but are not limited to, individuals who illustrate intoxication/ impairment, abusive conduct towards staff or other patrons, unsafe conduct, or who refuse to follow facility rules as they are presented upon registration and upon entering the facility.
- (d) Season Pass refunds not related to section 7(g) are considered for situations involving serious injury, major medical condition, or relocation only. In the case of a medical condition or serious injury, a doctor's note or verification will be required. In the case of a relocation, a letter from the employer outlining the transfer and employment location will be required. The prorated scale in section 7(e) will be used to determine the refunded amount.
- (e) Should Kinosoo Ridge be closed temporarily for up to 14 consecutive days, no refunds for season passes will be offered. If the Ski area is closed for more than 14 days, a prorated refund will be offered as outlined below. The quarterly division of the ski season will be based on the actual season opening date and an estimated season closing date of March 31<sup>st</sup> each year.
  - (i) Prior to opening                      100 percent
  - (ii) First quarter                              75 percent
  - (iii) Second quarter                          50 percent
  - (iv) Third quarter                              25 percent
  - (v) Fourth quarter                              No Refund
- (f) Lessons refunds are only considered for situations involving serious injury or major medical conditions. A doctor's note or verification will be required. Lessons postponed due to the Kinosoo Ridge Cold Weather Policy will be rescheduled. If the participant is unable to attend alternate dates a refund will be offered.
- (g) Lift tickets and daily rentals are non-refundable. If Kinosoo Ridge is closed, a rain cheque will be offered in the form of a voucher.
- (h) All full-time permanent M.D. staff and Council and their immediate family members shall be offered a discounted rate of \$50 per person for ski hill Season Passes.

## Review Period

Within five (5) years from date adopted / amended / reviewed.

## For administrative use only:

|  |                           |
|--|---------------------------|
| <b>Previous Policy Number:</b><br>(prior to July 24, 2019)                   | 70.74.04                  |
| <b>Related Documentation:</b><br>(plans, bylaws, policies, procedures, etc.) | Bylaw: Master Rates Bylaw |