

# Canada Games Park

## Guiding Principles Governing a Partnership Agreement between Brock University, the City of St. Catharines, the City of Thorold and the Regional Municipality of Niagara

### *Partners*

**Partners** Brock University (“Brock”), the City of St. Catharines (“St. Catharines”), the City of Thorold (“Thorold”) and the Regional Municipality of Niagara (“Niagara”)

**Partner Interest** Each Partner holds a 25% interest in the ownership of the Facility / Canada Games Park (“CGP”)

In the event of amalgamation of any of the existing municipal partners, the municipal partners ownership shall transfer to the amalgamated entity. Brock’s ownership stake is capped at 25%.

In the event of amalgamation, the usage of the Facility by the former municipal partner and its user groups shall be protected for five years.

### *Governance*

**Board Composition** Equal representation by each of Brock, Thorold, St. Catharines and Niagara (three representatives each)

**Board Chair** Board Chair elected for two-year term (by Board Members)  
Board Chair rotates between partners (for example, Brock in Years 1 and 2, St. Catharines in Years 3 and 4, Thorold in Years 5 and 6 and Niagara in Years 7 and 8, etc.)  
Board Chair must have served on the Board for a minimum of two years in order to be eligible for appointment as Board Chair (with the exception of the inaugural Board Chair)

**Board Responsibilities** Board oversees and approves the Facility’s annual operating budget and operating plan  
Sets the annual rental rates for the Facility’s components (ice, gymnasium, track, field, etc.)  
An Independent Operator will be retained to staff, operate, manage, market and program available time within the Facility. The Independent Operator will report to and will be responsible to the Board

### *Operations*

**Operator Responsibilities** The duties of the Independent Operators will include some or all of the following (to be ultimately confirmed and approved by the Board):

- Annually prepare a Facility Operating Plan and Operating Budget for the approval of the Board;
- Report directly to the Board;
- Allocate time amongst the Partners as described below;
- Market, secure and manage Facility rentals / utilization outside of the time allocations to Facility Partners described below;
- Enter into contracts, agreements, leases, sub-leases, rentals, licenses or concessions for Facility;
- Hire, in its own name (as an expense to the Facility's operations) and train, supervise, discipline and dismiss as may be necessary from time to time, persons required for the proper operation and management of the Facility;
- Maintain proper payroll records with respect to persons engaged to work at or in the Facility;
- Manage, direct and supervise persons for the operation and maintenance of heating, air conditioning and other equipment which is required to operate and maintain the Facility;
- Specify duties and arrange, schedule and direct the activities of personnel and persons employed to work at the Facility;
- Arrange for the supply of electricity, natural gas, fuel, material, water, sewer, waste removal, telephone, cable, equipment, cleaning, snow removal, landscaping and other services required for the proper operation of the Facility;
- Arrange for insurance coverage, including policies for fire and other perils, rental income, business interruption, plate glass, public liability, fidelity, money loss, boiler and machinery, and other insurance;
- Arrange for the supply of materials, goods, equipment, technology or services, as may be required to implement the approved Operating Plan and Operating Budget;
- Prepare and implement a Capital Budget;
- Operate, repair and maintain the Facility, its equipment, apparatus, FF&E, and other Facility property;
- Generally do and perform those things necessary for the proper and efficient management of the Facility;
- Maintain bank accounts and ensure the prompt payment of Facility expenses; and
- Maintain detailed financial records and annually prepare audited financial statements for the approval of the Board.

The Independent Operator will serve as a “facilitator” settling disputes between the Partners (relating primarily to facility utilization)

### **Financial Responsibility**

Year-end financial responsibilities / benefits related to the annual operating budget will be shared equally among St. Catharines, Thorold, and Brock (33% each) and shall be directed to the Capital Reserve Fund of the facility.

Financial responsibilities related to the capital reserve budget will be shared equally amongst the Partners (25% each)

Failure by any Partner to pay their portion of Financial Responsibility shall be subject to an appropriate penalty to be determined by the Board.

**Annual allocation of time  
Arenas**

First to Brock for Varsity Men's and Women's hockey (five hour blocks a maximum of two times per week per team – typically during Prime-Time) and for Varsity Figure Skating and Ringette (Prime Time and Non-Prime Time)

Second to St. Catharines and Thorold on an equal basis for all remaining Prime Time ice time

Third to Brock University for Varsity hockey team practices (generally weekdays during Non-Prime Time) and for intramural hockey (Sundays through Thursdays from 11pm)

Remaining ice times (principally Non-Prime Time during the Winter Season and Non-Prime Time and Prime Time during the Summer Season) are the responsibility of the Independent Operator to program / sell available time

Brock agrees that its Varsity Ringette and Figure Skating teams will not require more than 4.5 hours of Prime Time ice time per week (with some of its requirements occurring during Non-Prime Time hours)

**Annual Allocation**

The Parties agree that the above allocation of ice time will comprise a fixed annual allocation and will remain in effect regardless of future changes in circumstances (i.e., Brock will be allocated and will pay for a set number of Prime Time and Non-Prime Time hours for its Varsity Hockey teams; similarly, St. Catharines and Thorold will be allocated the remaining Prime Time hours regardless of future changes in demand)

**Financial Responsibility**

The Parties will annually pay to the Facility an amount equal to their allocation times the then rental rate charged by the Facility (per the June 2019 PwC report, this amount is \$200 (plus HST) per hour for Prime Time and \$140 (plus HST) per hour for Non-Prime Time). If Brock, St. Catharines, or Thorold are not able to use to assign any portion of their ice allocation to users, Brock, St. Catharines, or Thorold would still be required to pay the Facility for their entire allocation

**Bumping Rights**

Should Brock Varsity Teams (hockey, figure skating, ringette) qualify for playoffs, the Party's agree that Brock will have "bumping rights" in the scheduling and hosting of playoff games. Should bumping occur for Brock Playoff games, the cost of such ice would transfer from St. Catharines / Thorold to Brock

The Parties also agree to relinquish any portion of their annual ice allocation required to accommodate "Major Events" that may be attracted and programmed into the Facility from time to time (such "major events" would comprise major regional, provincial, national and international events requiring the use of the ice surfaces, the gymnasium or other Facility components). The attraction and scheduling of such major events would typically occur well in advance of the annual ice allocation

and for allocation purposes, would take precedence. The Parties would not be “charged” for ice time relinquished for Major Events.

***Assignment***

Each of St. Catharines and Thorold are permitted to assign all or portions of their annual ice allocation to community user groups (for example, minor hockey, figure skating, ringette, sledge hockey, etc.). St. Catharines and Thorold would be permitted to charge a lower hourly rate

***Annual allocation of time  
Gymnasium***

First to Brock for weekday use (7:00 am to 6:00 pm,) for three gyms during the academic year (September through April)

Second to Brock for weekday use (7:00 am to 6:00 pm) during summer season for three gyms for the staging of summer camps

***Exclusivity***

The Parties agree that Brock would have the exclusive license to offer camps within the Facility’s gymnasiums.

***Bumping Rights***

The Parties also agree to relinquish any portion of their annual allocation required to accommodate “Major Events” that may be attracted and programmed into the Facility from time to time (such “major events” would comprise major regional, provincial, national and international events requiring the use of the ice surfaces, the gymnasia or other Facility components). The attraction and scheduling of such major events would typically occur well in advance of the annual gymnasium allocation and for allocation purposes, would take precedence. The Parties would not be “charged” for gymnasium time relinquished for Major Events.

***Financial Responsibility***

The Parties will annually pay to the Facility an amount equal to their allocation times the then rental rate charged by the Facility (per the June 2019 PwC report, this amount is \$125 (plus HST) per hour for Prime Time and \$75 (plus HST) per hour for Non-Prime Time). If Brock, St. Catharines, Thorold or Niagara are not able to use to assign any portion of their gymnasium allocation to users, Brock, St. Catharines, Thorold and Niagara would still be required to pay the Facility for their entire allocation

***Bumping Rights***

Should Brock users of the gymnasium qualify for playoffs, the Party’s agree that Brock will have “bumping rights” in the scheduling and hosting of playoff games. Should bumping occur for Brock Playoff games, the cost of such “bumped” use would transfer from St. Catharines / Thorold to Brock.

The Parties also agree to relinquish the portion of their annual gymnasium allocation needed to accommodate “Major Events” that may be attracted and programmed into the Facility from time to time (such “major events” would comprise major regional, provincial, national and international events requiring the use of the gymnasia). The attraction and scheduling of such major events would typically occur well in advance of the gymnasium time allocation. The Parties would not be “charged” for gymnasium time relinquished for Major Events.

***Assignment***

Each of St. Catharines and Thorold are permitted to assign all or portions of their annual gymnasium time allocation to community user groups.

St. Catharines and Thorold would be permitted to charge a lower hourly rate, however should St. Catharines or Thorold charge a higher hourly rate than charged by the Facility to St. Catharines or Thorold, St. Catharines or Thorold would then pay the Facility the higher of the rate charged to users or the rate charged by the Facility to St. Catharines and Thorold