

Parks and Recreation Advisory Committee Meeting to be held via Zoom

**If you'd like to watch or listen to the live Committee meeting, please email Committees@Penticton.ca 24-hours prior to the commencement of the meeting for the Zoom meeting participation details. You will have an opportunity to ask questions related to the agenda at the end of the meeting.*

**Monday, December 6, 2021
at 3:00 p.m.**

1. **Call Regular Committee Meeting to Order**
2. **Adoption of Agenda**
3. **Adoption of Minutes**
 - 3.1 Minutes of the October 25, 2021 Special Parks and Recreation Advisory Committee Meeting **1-3**

Staff Recommendation:

THAT the Parks and Recreation Advisory Committee adopt the minutes of the October 25, 2021 special meeting as presented.
4. **New Business**
 - 4.1 Travel Penticton Society and Penticton and Wine Country Chamber of Commerce **4-18**
License to Use Agreement for the Jubilee Pavilion - 185 Lakeshore Drive, Penticton, BC – Sheri Raposo, Land Administrator

Staff Recommendation:

THAT the Parks and Recreation Advisory Committee recommend that Council approve a two (2) year License to Use agreement, for the Jubilee Pavilion building located at 185 Lakeshore Drive West to Travel Penticton Society and the Penticton and Wine Country Chamber of Commerce, at a License rate of \$600.00 per month.
 - 4.2 Sportsplex Surface Update – Kelsey Johnson, Manager of Recreation, Arts and Culture **Verbal**
5. **Next Meeting**
6. **Public Question Period**
7. **Adjournment**

SPECIAL Parks and Recreation Advisory Committee Meeting

held via Zoom
Monday, October 25, 2021
at 3:00 p.m.

Present: Isaac Gilbert, Chair
Andrew Drouin
Drew Barnes
John Archer
Marc Tougas
Robert (Sandy) Ross
Susan Fraser
Tyson Bull

Council Liaison: James Miller, Councillor

Staff: Anthony Haddad, General Manager of Community Services
Blake Laven, Director of Development Services
Jim Bauer, General Manager of Finance and Administration
JoAnne Kleb, Public Engagement Program Manager
Kelsey Johnson, Manager of Recreation, Arts and Culture
Len Robson, Public Works Manager
Steven Collyer, Planner I
John Schappert, Legislative Assistant

Regrets: James Palanio, Vice Chair
Gary Dean
Laura Harp

1. **Call to Order**

The Parks and Recreation Advisory Committee was called to order by the Chair at 3:01 p.m.

2. **Adoption of Agenda**

It was MOVED and SECONDED

THAT the Parks and Recreation Advisory Committee adopt the agenda for the special meeting held on October 25, 2021 as presented.

CARRIED UNANIMOUSLY

3. **Adoption of Minutes**

It was MOVED and SECONDED

THAT the Parks and Recreation Advisory Committee adopt the minutes of the September 20, 2021 meeting as presented.

CARRIED UNANIMOUSLY

Marc Tougas joined the meeting at 3:03 p.m.

4. **New Business**

4.1 "Civic Places & Spaces" Asset and Amenity Management

The Public Engagement Program Manager and General Manager of Finance and Administration provided background information on the Asset and Amenity Management project, highlighting objectives, the process and the priority assets. They highlighted key recommendations regarding twin arenas, public safety and emergency services, city hall and arts and culture. They presented financial analysis of various scenarios and the timing of recommended capital investments that would be required. They noted the environmental, social and economic benefits, as well as the Parks and Recreation Master Plan considerations. They concluded with the planned next steps and associated timelines of community engagement.

The floor was opened to the Committee for questions and comments. A Committee Member asked about the need for the ice surfaces and staff responded that they are currently well utilized, and that the viability of new surfaces would be analyzed before any decisions were made. A Committee Member commented on the shortage of parkland in Penticton and the need to preserve it. A Committee Member asked how this project preserves parkland and promotes environmental sustainability. Staff responded that the consultants approached this from a financial perspective and that engagement with the community will help determine adjustments that need to be made, but the consolidation of facilities into newer buildings should help reduce carbon emissions. A Committee Member commented that they feel there is definitely a need for the ice surfaces in Penticton, and noted that they hope that we can protect as much of our parkland as possible by funding through alternative methods. A Committee Member asked about the definition of 'Public Assembly' and staff noted that this zoning applies for government and institutional uses. A Committee Member commented that the city should be applying for grants from senior levels of government to help fund these improvements.

Marc Tougas left the meeting at 4:16 p.m.

4.2 Engagement Results for South Beach Drive Official Community Plan (OCP) Amendment

The Director of Development Services and Public Engagement Program Manager presented an update on the engagement results for the South Beach Drive Official Community Plan (OCP) Amendment. They noted the various methods of engagement that were utilized over a one month period, including open houses, shape your city, neighbourhood notification and site signage. They highlighted some of the feedback they received and addressed some of the concerns that were noted.

The floor was opened to the Committee for questions and comments. A Committee Member asked about using the funds from a potential sale to purchase additional parkland. Staff responded that the proceeds would go into the 'Land Acquisition Reserve', as the 'Parkland Acquisition Reserve' may limit what the funds can be used for.

It was MOVED and SECONDED

THAT the Parks and Recreation Advisory Committee recommend that Council support the proposal to amend the Official Community Plan future land use designation for eight (8) properties along South Beach Drive from 'Parks' to 'Detached Residential'.

CARRIED UNANIMOUSLY

4.3 North Gateway Design Charrette Update

The General Manager of Community Services provided an update on the North Gateway Design Charrette process that was recently completed. He noted major themes that were developed including: three key districts, three corridors, three gateways and one festival boulevard. He commented on the vision of the project, the guiding principles and showed the overall visual concept.

The floor was opened to the Committee for questions and comments. A Committee Member asked if the traffic changes at Power Street were a result of the Design Charrette work and staff responded that it was already an ongoing project. A Committee Member commented that it is an exciting project and vision that would greatly improve the area.

5. **Next Meeting**

The next Parks and Recreation Advisory Committee meeting is tentatively scheduled to be held on November 15, 2021 at 3:00 p.m.

6. **Public Question Period**

7. **Adjournment to a Closed Meeting**

It was MOVED and SECONDED

THAT the Parks and Recreation Advisory Committee adjourn the special meeting held on October 25, 2021 at 4:45 p.m.

CARRIED UNANIMOUSLY

Certified Correct:

John Schappert
Legislative Assistant

Committee Report

Date: December 6, 2021 **File No:** 4320-80
To: Parks and Recreation Advisory Committee
From: Sheri Raposo, Land Administrator

Subject: Travel Penticton Society and Penticton and Wine Country Chamber of Commerce
License to Use Agreement for the Jubilee Pavilion - 185 Lakeshore Drive, Penticton, BC

Staff Recommendation

THAT the Parks and Recreation Advisory Committee recommend that Council approve a two (2) year License to Use agreement, for the Jubilee Pavilion building located at 185 Lakeshore Drive West to Travel Penticton Society and the Penticton and Wine Country Chamber of Commerce, at a License rate of \$600.00 per month.

Background

Over the past 20-plus years, the Jubilee Pavilion has had many users over its lifetime that include functioning as an event office location for the Peach Classic Triathlon, Peach Festival, IRONMAN Canada and Challenge Penticton and a satellite office for the RCMP for summer patrols and Community Policing.



In 2020, Community Policing, the existing user no longer required the use of the building. Travel Penticton and the Chamber of Commerce approached the City and requested use of the building for office space and an additional visitor information location for tourists. Council approved the request for an 18-month License to Use agreement. The current agreement will expire on December 31, 2021. Travel Penticton and the Chamber of Commerce have confirmed they wish to continue using the building.

Property Description

The Jubilee Pavilion was constructed in the 1980's. The building has approximately 770 sq. ft. of office space and a washroom.

Existing Use

The current use of this property is P2 – Parks and Recreation. Permitted Uses in this zone are:

- accessory use, building or structure
- carnival
- community garden
- government service
- indoor amusement, entertainment and recreation

- outdoor market
- public parking lot

Park Land Protection and Use Policy References

The Park Land Protection and Use Policy references the following sections regarding a License to Use for a portion of public park land that is a Permitted Use in a Park Zone:

3.3. Protect Public Ownership

- 3.3.1. The City of Penticton may issue a License to Use for a portion of public park land to support a Permitted Use in a Park Zone. These licenses are typically for a short term or seasonal in nature, up to a maximum of three (3) years, and shall be approved in accordance with the zoning procedure for Permitted Uses outlined in this policy.

5.1. Permitted Uses

- 5.1.1. Permitted Uses within any Park Zone and no other uses than those provided for in the list of Permitted Uses in the Zoning Bylaw shall be allowed on City park land.
 - 5.1.1.1. Permitted Uses in a Park Zone may occur in accordance with the subdivision and development regulations of the Park Zone.
 - 5.1.1.2. City staff will report to the Parks & Recreation Advisory Committee on any new licenses for Permitted Uses in a Park Zone.

On November 16, 2021, staff brought forward the request to Council to refer the two (2) year renewal of the License to Use agreement to the Parks & Recreation Advisory Committee for their review and recommendation with the following outcome:

391/2021 It was MOVED and SECONDED

THAT Council refer the renewal of a two-year License to Use agreement to Travel Penticton Society and Penticton & Wine Country Chamber of Commerce for the use of the Jubilee Pavilion building located at 185 Lakeshore Drive West to the Parks & Recreation Advisory Committee for their review and recommendation.

CARRIED UNANIMOUSLY

After receiving the Committee's recommendation to Council, staff will bring this matter back to Council at their January 18, 2022 regular Council meeting for approval or denial of two (2) year License to Use agreement.

Financial Implication

A market appraisal was completed which indicated that the lease rate should be set at \$14,630.00, per year. City staff are of the opinion that due to the benefit that having the two groups working collaboratively together to promote Penticton, staff are recommending that the current rate of \$7,200 annually continue.

Alternate Recommendations

THAT the Parks and Recreation Advisory Committee recommend that Council does not approve a two (2)year License to Use agreement, for the Jubilee Pavilion building located at 185 Lakeshore Drive West to Travel Penticton Society and the Penticton and Wine Country Chamber of Commerce.

Attachments

Attachment A- Two (2) Year License to Use Agreement

Respectfully submitted,

Sheri Raposo, Land Administrator

Concurrence

CFO/ GM Finance & Administration
<i>JWB</i>



LICENSE TO USE AGREEMENT

Nature of Agreement:	License to Use	File No.: 4320-80
Particulars:	Use of building located at 185 Lakeshore Drive West, Penticton for purpose of operating a Visitor Information Centre and Chamber of Commerce.	

THIS AGREEMENT dated for reference the _____ day of _____, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF PENTICTON

a duly incorporated City Municipality under the laws of the Province of British Columbia, located at 171 Main Street, Penticton, BC V2A 5A9

(the “City”)

OF THE FIRST PART

AND:

TRAVEL PENTICTON SOCIETY

A Society incorporated under the Laws of the Province of British Columbia, having a registered and records office at 120-888 Westminster Ave W, Penticton, BC, V2A 8S2

OF THE SECOND PART

AND

PENTICTON & WINE COUNTRY CHAMBER OF COMMERCE

A Society incorporated under the Laws of the Province of British Columbia, having a registered and records office at 102 Ellis St, Penticton, BC, V2A 4L5

OF THE THIRD PART

(collectively, the “Licensee”)

WHEREAS, the City has agreed to grant a license to the Licensee to have access and use of the building described in Schedule A attached hereto (“**Licensed Area**”);

NOW THEREFORE, in consideration of the fee to be paid by, and the covenants of the Licensee, the parties agree as follows:

1. Grant of License

The City, on the terms set forth herein grants a license to the Licensee to have access and use of the Licensed Area for the purposes described in the Management Plan attached hereto as Schedule B (the “**Management Plan**”) on an “as is” basis and the City makes no representations or warranties as to the suitability of the Licensed Area for the intended use.

2. Duration

This agreement and the rights granted shall be for a term of **TWO (2)** years commencing on **January 1, 2022** (the “**Commencement Date**”) through to **December 31, 2023**, unless cancelled in accordance with the terms of this agreement.

3. License Fee

- 3.1 The Licensee shall pay to the City a renewal fee of **\$100.00 plus GST**.
- 3.2 On the Commencement Date and monthly thereafter, the Licensee shall pay to the City, the amount of **SIX HUNDRED ---XX/100 (\$600.00) plus GST** (the “**License Fee**”).
- 3.3 On each and every anniversary of the Commencement Date thereafter during the term of this Agreement, the License Fee shall be adjusted by an amount equivalent to the change in the Consumer Price Index for the Province of British Columbia for the preceding year.

4. Utilities

The Licensee will be responsible for the cost of electricity and ensure the transfer of the utility account into their name for the terms of the contract.

5. Covenants of the Licensee

The Licensee covenants and agrees with the City:

- a) to pay the License Fee due at the address of the City or at such other place as the City may specify from time to time;
- b) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Licensed Area and improvements situate thereon, or their use and occupation, and to ensure that parties permitted to utilize the Licensed Area by the Licensee comply with the terms of this agreement and will not jeopardize the Licensee’s compliance with the terms and conditions of this agreement;

- c) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Licensed Area or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to owners or occupiers of the property or the adjoining properties;
- d) to indemnify, save harmless, release and forever discharge the City, their elected and appointed officials and employees from and against all manners of actions, causes of actions, claims, debts, suits, damages demands and promises, at law or in equity, whether known or unknown, including without limitation for injury to persons or property including death, or any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Licensee in connection with or in a consequence of this agreement, save and except to the extent caused by any act, omission, negligence or default of the City, its elected and appointed officials and employees;
- e) to keep the Licensed Area in a safe, clean, tidy and sanitary condition satisfactory to the City and to make clean, tidy and sanitary any portion of the Licensed Area or any improvement that the City may direct by notice in writing to the Licensee;
- f) to use and occupy the Licensed Area in accordance with the provisions of this license including those provisions and requirements set forth in the Management Plan;
- g) to permit the City, or its authorized representative, to enter upon the Licensed Area at any time, with 72 hours of notice to the Licensee, to test, inspect or perform such other work as the City may deem necessary or desirable;
- h) that on the expiration or at the earlier cancellation of this agreement unless renewed:
 - i. to peaceably quit and deliver possession of the Licensed Area to the City;
 - ii. to remove all fixtures, structures, machinery, apparatus and all other things placed on the Licensed Area by the Licensee, leaving the Licensed Area in a clean and clear condition within one hundred and eighty (180) days of the termination of this agreement and leave the Licensed Area in good repair, restoring the Licensed Area to a condition similar to that at the Commencement Date. One hundred and eighty (180) days after the expiration or cancellation of this license, any improvements or fixtures that remain on the Licensed Area shall be absolutely forfeited and become the property of the City and the City, at their sole discretion, may remove any or all of the improvements or fixtures that were requested to be removed, but left by the Licensee, from the Licensed Area and the Licensee shall, on

demand, compensate the City for all costs incurred by the City respecting their removal and disposal.

- i) to the extent necessary, this covenant shall survive the expiration or cancellation of this agreement;
- j) to effect and keep in force during the term, insurance against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Licensed Area to an amount not less than **FIVE MILLION (\$5,000,000.00) DOLLARS**, and to name the City as an additional insured on the policy with the inclusion of the following clauses:

“Cross Liability” clause:

“The insurance afforded by the insurance policy shall apply in the same manner to all insureds, as though separate policies were issued to each insured in the event an action is brought against any of the additional insured by or on behalf of any other named insured.”

“Cancellation” clause:

“It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled (prior to thirty (30) days after written notice of such change or cancellation shall have been given or sent by registered mail to additional insured).”

and deliver to the City written confirmation of the required insurance coverage upon execution of this agreement.

- k) the Licensee will provide the City with a new Certificate of Liability Insurance annually upon renewal;
- l) notwithstanding subsection j) of Section 5, the City may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that subsection be changed and the Licensee shall, within sixty (60) days or receiving such notice, cause the amount of insurance posted, pursuant to subsection k) of Section 5 to be changed to the amount specified in the notice and deliver to the City written confirmation of the change.
- m) not to place any improvements on the Licensed Area other than those described elsewhere in this agreement, without prior written consent of the City;
- n) not cause or permit any unusual or objectionable noises, or lights, to emanate from the Licensed Area;

- o) not cause or permit any unusual or objectionable odours which may be noxious or offensive or which could constitute a public or private nuisance;
- p) not cause or permit any waste or damage;
- q) to observe and comply with any rules or regulations the City may make from time to time pertaining to the operation, reputation, safety, care or cleanliness of the Licensed Area and any use thereof as provided herein;
- r) that if, as a consequence of any release of a Hazardous Substance resulting from the Licensees use of the Licensed Area in or on the Licensed Area by the Licensee or its servants, agents, or contractors or any person for whom the Licensee is in law responsible, any actions are required to be taken in order to comply with any Government Requirement applicable to the use, presence or removal of such Hazardous Substance on or from the Licensed Area (including any Governmental Requirement relating to testing for or identification of Hazardous Substances) and if the Licensee has received notice in writing of such Governmental Requirement from the relevant authority (whether the requirement is made of the City or Licensee), then the Licensee shall at its expense take such action as required by the Governmental Requirement (or alternatively such other action as may be acceptable to the relevant authority after discussing with the Licensee). For the purposes of this paragraph:

Governmental Requirement(s) means all requirements made or imposed pursuant to law by federal, provincial, municipal or other governments including requirements of the Environmental Laws.

Hazardous Substances means any substances that are defined as or regulated as being waste, contaminants, pollutants, fungicides, insecticides, herbicides, dangerous substances, industrial waste, special waste, toxic substances, hazardous waste, hazardous material, or hazardous substance whether or not defined as such or pursuant to any law, regulation or order

Environmental Laws means all applicable federal, provincial, municipal or local laws, statutes or ordinances, as they may be amended from time to time after the Commencement Date of the license relating to the environment, occupational safety and the transportation or regulations of Hazardous Substances.

- s) that if, the Licensee fails to take any action required to be taken pursuant to any consequence of any release of a Hazardous Substance the City may (but not be obligated to) take such action after giving thirty (30) days written notice to the Licensee of its intention to do so, unless within such thirty (30) day period that Licensee has taken the required action or has commenced in and is continuing diligently to carry out such action, and the City shall for

that purpose, be permitted to enter the Licensed Area with the appropriate equipment. The Licensee covenants to reimburse the City for all reasonable costs incurred by the City in taking such required action pursuant to the release of any Hazardous Substance within thirty (30) days after receiving from the City an invoice and reasonable supporting details relating to such costs.

6. **Non-Exclusivity**

- 6.1 The Licensee acknowledges and agrees that this license herein shall not entitle the Licensee to exclusive possession of the Licensed Area.
- 6.2 The Licensee covenants and agrees not to interfere with the activities of any other person to enter on and use the Licensed Area under any prior or subsequent license granted by the City.
- 6.3 The parties hereto acknowledge that the license granted to the Licensee herein is a license only and shall not, under any circumstances, constitute a partnership, lease or joint venture between the parties.

7. **Assignment**

The License is not assignable.

8. **Cancellation**

8.1 In the event that:

- a) the City requires the Licensed Area for its own use or in its sole discretion, considers that it is in the public interest to cancel the rights herein granted, in whole or in part;
- b) the Licensee ceases to use the Licensed Area for the purposes permitted herein; or
- c) the City, in its sole discretion, considers that it is no longer necessary for the Licensee to use the Licensed Area for the purposes permitted herein;

the City may on **ONE HUNDRED AND EIGHTY (180)** days written notice to the Licensee, cancel this agreement and the rights herein granted, in whole or in part and the Licensee agrees that the City shall not be responsible for payment of any costs, compensation, reimbursement or any monies whatsoever as a result of a notice pursuant to paragraph 8.1 a), b) or c) except repayment of the prorated portion of any prepaid License Fee if notice is pursuant to paragraph 8.1 a) or c).

- 8.2 If the Licensee is in default in the observance of any covenant, agreements, provisions or conditions contained herein and such failure continues for a period of thirty (30) days after the giving of written notice by the City to the Licensee of the nature of the failure the City may cancel this agreement without prejudice to

any rights to which the City has accrued under this agreement before the said cancellation.

- 8.3 Thirty (30) days after expiration or cancellation of this agreement, any improvements or fixtures that remain unremoved from the Licensed Area, shall be absolutely forfeited and become the property of the City and the City may remove them from the Licensed Area and the Licensee shall, on demand, compensate the City for all costs incurred by the City respecting their removal.

9. **General**

- 9.1 The terms and provisions of this agreement shall extend to, be binding upon and enure to the benefit of the parties, hereto and their successors and permitted assigns.
- 9.2 This agreement and all the terms and conditions of it may be inspected by the public at such times and at such places as the City may determine.
- 9.3 Time is of the essence in this agreement.
- 9.4 The records of the City shall be conclusive evidence of the contents of any schedule referred to in this agreement.
- 9.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- 9.6 Where in this agreement there is a reference to Bylaws, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires all Bylaws referred to herein are enactments of the City of Penticton.
- 9.7 Any waiver or acquiescence by the City of or in any breach by the Licensee of any covenant or condition shall not be deemed to be a waiver of the covenant or condition of any subsequent or other breach of any covenant or condition of this agreement.
- 9.8 If the Licensee continues to exercise the license granted after the expiration of the term of it without objection by the City and without any written agreement providing otherwise, the Licensee shall be deemed to be a Licensee from month to month, and subject to the provisions of this agreement insofar as applicable, but it shall be lawful for the City to cancel and determine the license granted by delivering to the Licensee notice to that effect, and upon delivery of such notice the license shall cease without prejudice to any rights of the City under this agreement accrued before the cancellation.

10. Notice

Any notice required to be given by either party shall be deemed to have been well and sufficiently given if mailed, emailed or delivered:

To the **City**:

171 Main Street
Penticton, BC V2A 5A9
Attn: Corporate Officer
Email: corpadmin@penticton.ca

To the **Licensee**:

Travel Penticton Society
120-888 Westminster Ave W.
Penticton, BC V2A 8S2
Email: ask@visitpenticton.com

Penticton & Wine Country Chamber of Commerce
185 Lakeshore Drive West,
Penticton, BC, V2A 1B7
Email: director@penticton.org

or such other address as the Licensee may from time to time direct in writing, and any such notice by the City to the Licensee shall be deemed to have been received, if mailed, five (5) days after the time of mailing, or if emailed, seventy-two (72) hours after the time of email and if hand delivered upon the date of delivery. If normal mail, email service is interrupted by strike, slow down, force majeure or other cause, a notice sent by the impaired means of communication will not be deemed to have been received until actually received, and the City may utilize any such services which have not been so interrupted.

11. Payment of City's Expenses

If at any time an action is brought or the City is otherwise required to employ the services of a bailiff, an agent, or its solicitors because of a breach by an act or omission of any covenant herein contained on the part of the Licensee, the Licensee shall pay to the City all expenses incurred by the City in the enforcement of its rights and remedies hereunder (including the City's administrative costs and legal fees on a solicitor and his own client basis in connection therewith) together with interest thereon at the rate equivalent to the prime rate of Valley First Credit Union plus three percent (3%) per annum calculated monthly not in advance from the date due until paid. For the purposes of this paragraph the prime rate shall mean the annual percentage rate of interest established from time to time by Valley First Credit Union, Main Branch, Penticton, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian Dollar loans to customers in Canada and designated by Valley First Credit Union as the prime rate.

IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement on the following page as of the date and year first above written.

THE CORPORATION OF THE CITY OF PENTICTON

by its authorized signatories:

John Vassilaki, Mayor

Angie Collison, Corporate Officer

TRAVEL PENTICTON SOCIETY

by its authorized signatory(ies):

Per:

Per:

PENTICTON & WINE COUNTRY CHAMBER OF COMMERCE

by its authorized signatory(ies):

Per:

Per:

SCHEDULE A
LICENSED AREA

The Licensed Area shown outlined in red below and legally described as:

185 Lakeshore Drive W., Penticton BC

PID: 012-101-257

Lot 42 District Lot 4 Group 7 Similkameen Divison Yale District Plan 756



SCHEDULE B
MANAGEMENT PLAN

1. Annual Requirements

The Licensee must annually ensure they have:

- Work Safe BC;
- City of Penticton Business License;
- Evidence of Insurance as indicated in this agreement.

2. Parking

The City will designate four (4) "Visitor Centre/Chamber" parking spaces in front of the Licensed Area shown outlined in red on Schedule A.

3. Vandalism

- 3.1 All incidents of vandalism shall be repaired within 48 hours of occurrence.
- 3.2 The Licensee is responsible for removal of graffiti from the Licensed Area.

4. Miscellaneous

- 4.1 Notwithstanding the above, the Licensee shall carry out all maintenance necessary to maintain the facility in a safe and first class condition.
- 4.2 The Licensee shall not utilize an area larger than the Licensed Area.
- 4.3 The Licensee shall not place signs outside of the Licensed Area without the consent of the City.
- 4.4 The Licensee shall not place any permanent structures in the Licensed Area without the consent of the City.
- 4.5 The Licensee shall be responsible for the cost of telephones, internet and wireless internet connections.
- 4.6 The Licensee shall be responsible for any leasehold improvements carried out to the Licensed Area. Any leasehold improvements will require written consent of the City.
- 4.7 The City shall be responsible for the major building systems and security system for the Licensed Area.

5. **Safety/Protection**

5.1 The Licensee shall ensure proper procedures are followed for:

- Fire Safety/Evacuation
- W.H.M.I.S.
- Accident/Incident Reporting
- Safety Program (WCB)

5.2 The Licensee shall ensure that all staff receives proper instruction on the use and operation of any fire safety equipment.

5.3 The Licensee shall ensure all fire extinguishers are kept up to date.

5.4 All accidents or incidents shall be reported to the City within 48 hours of occurrence, wherein a representative of the City will investigate the occurrence.

6. **Special Provisions**

This agreement does not grant authority for any future or existing permanent placements and is not to be construed as authorization or permission for those placements to remain in place outside of the terms of this agreement.