

CITY OF GREENWOOD

Special Council Meeting

**Thursday, August 19, 2021
7:00 pm**

AGENDA

- 1. Call to Order**
- 2. Adoption of Agenda**
- 3. Discussion Items**
 1. Licence to Use and Occupy application – Interior Health
- 4. Delegations**
 2. Licence to Use and Occupy application – Route 3 Racing Club
 3. Licence to Use and Occupy application – Boundary Community Ventures Association
(The Boundary Food Hub)
- 5. Adjournment**

LICENCE TO USE OR OCCUPY

THIS LICENCE ISSUED 9 OF September, 2021.

TO: Interior Health
(Hereinafter called "the Applicant")

WHEREAS the Corporation of the City of Greenwood (hereinafter called "The City") the Owner of the building and appurtenant grounds described as

Dundee Avenue
(enter: legal description)

located at Dundee Avenue
(enter: civic address)

and more commonly known as undeveloped land beside Deadwood Junction
(enter: name of the facility)

WHEREAS the Applicant had applied for a Licence to use and occupy those portions of the facility known as undeveloped land beside Deadwood Junction
(enter: section of the facility)

(hereinafter called "the said premises")

THEREFORE in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant:

1. The City hereby grants to the Applicant a Licence to use and occupy the paid premises for the sole purpose of:

Covid-19 Pop-up Vaccination Clinic.
(enter: type of use i.e.: music festival, rugby etc.)

2. The Applicant shall use only those premises named in their Licence.
3. The Applicant shall ensure that all attendees adhered strictly to all rules and regulations posted and/or included in this Licence and to advise all attendees accordingly. Failure to adhere to, or comply with said rules and regulations may result in the termination of the Licence without refund of any fees paid, and may include invoicing of penalties and/or additional costs incurred by the City.
4. The Applicant shall exercise the greatest care in the use and occupation of the said premises and adjacent facilities and shall provide a competent trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the said premises.

5. The Applicant shall report all damages to the City Administrator at 250-445-6644.
6. The Applicant shall be responsible legally, financially and otherwise for any damages to the said premises as a result of the use and occupation thereof under this Licence. Said damages to be paid firstly, by the Applicant and/or their insurer.
7. The Applicant shall not permit any other person, group or organization not named in the Licence to use or occupy the said premises without authorization from the City. Authorization granted by the City shall be attached to this Licence prior to any use or occupation of the said premises by any other person, group or organization.
8. The Applicant shall, at its own expenses, within (8) hours of the expiration of the use and occupation of the said premises, return the premises to the condition that the premises were in prior to the Applicant's use and occupation.
9. The Applicant shall be responsible for providing adequate security, including any costs for providing adequate security, for the use and occupation of the said premises, including, but not limited to, persons at the door, off duty police, auxiliary fire fighters or other personnel deemed necessary by the Applicant for the protection of the public, property of the public and property of the City. The City reserves the right to require that the Applicant provide a higher level of security that that deemed adequate by the Applicant. The Applicant shall be responsible for any additional costs of security.
10. The Applicant shall, prior to the use and occupation of the said premises, pay at the request of the City, a damage deposit of \$ 0.00 as security for any damages which may occur to the said premises as a result of the use and occupation authorized under this Licence. Should any damage deposit, or any balance thereof not be used, it shall be refunded to the Applicant. Should such damage deposit be insufficient, the Applicant will reimburse the City immediately upon written notice from the City.
11. The Applicant shall, prior not permit liquor, beer or any other alcoholic beverages on or in the said premises unless a valid permit has been obtained under the Liquor Control and Licencing Act and the expressed authorization of Applicant from any legal obligations and/or requirements. A copy of the Applicant's approved liquor permit shall be presented and attached to this Licence including evidence of the Applicant's comprehensive liability insurance with extended coverage to include "Host Liquor Liability", prior to any use or occupation of the said premises. authorization granted by the City shall be attached to this Licence prior to any use or occupation of the said premises.

12. The Applicant shall comply with the British Columbia Liquor Control Licensing Act including all regulations.
13. The Applicant shall contact the CAO at 250-445-6644 to cancel any booking.

(enter: any provisions or penalties for cancellation)

14. The Applicant understands and agrees that the Licence may be revoked or cancelled, at any time, with or without cause by the City. The City will make every reasonable attempt to provide a minimum 48 hours notice of cancellation to the Applicant.
15. The term of this Licence shall be from: (enter the date of the licensing period including the name of any specific facility and/or section within the facility).

September 9, 2021

16. Inconsideration of the use and occupancy of the said premises the Applicant shall pay a Licence fee as follow: (enter rates to be charged including rental rates, clean-up rates and security if applicable including all applicable taxes where applicable, include in this section any other agreed terms relative to the payment of rental fees i.e. monthly, accounts unpaid after 30 days will be subject to late payment charge of \$ 0.00 and the cancellation of the said Licence.)

17. The Applicant agrees that it is the sole responsibility of the Applicant to determine the suitability of the premises for its intended use and occupancy.
18. The Applicant agrees that before commencing use of the premises, the Applicant shall on each occasion, before use and occupation, inspect the premises and equipment, and shall forthwith notify the Superintendent of Public Works at 250-445-6116, or the Chief Administrative Officer at 250-445-6644 of any condition that may render the premises or equipment unsafe for use.
19. The Applicant may be permitted access to the said premises prior to the function or event authorized herein subject to the approval of the CAO.

20. The Applicant agrees that it will indemnify and save harmless the City and its officer, employees, servant, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought there on arising directly or indirectly from or in connection with the granting of this Licence and the use and occupation of the said premises, save that this Applicant will be under no obligation to indemnify and save harmless the City against or in respect of any damages or judgment rendered against the City resulting from or arising out of any negligence or fault on the part of the City in connection with the maintenance or condition of the premises to the extent that the damage, loss or injury caused or occasioned by the negligence of the City.

21. Prior to the granting of this Licence the Applicant shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the City. The City shall be included as an additional named insured.

Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$ 2,000,000.00 per occurrence, including \$ 2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the City may require from time to time. The policy shall contain a clause providing that the insurer will give the City thirty (30) days prior written notice in the event of cancellation or material change. The Applicant shall provide the City with evidence of such insurance coverage in the form of an executed copy of Certificate of Insurance in a form satisfactory to the City ten (10) day prior to the granting of this Licence.

22. It shall be the sole responsibility of the Applicant to determine what additional insurance coverage, if any, including but not limited to Work SafeBC and Participants Insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this Licence. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.

23. The Applicant shall not do, suffer or permit to be done, any act or thing upon or to the said premises, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.

24. The Applicant shall observe, perform and comply with the requirements of every applicable bylaw, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the said premises and any furniture, equipment, supplies, materials or articles located therein.

25. The Applicant, its employees, agents, servants, or workers and/or volunteers shall not be deemed to be either employees, agents, servants or workers and/or volunteers of the City of Greenwood.
26. The Applicant warrants and represents that if he/she signs this Licence on behalf of a group or organization, the Applicant has sufficient power, authority and capacity to bind the group or organization with his/her signature.

I have read the above and fully understand the terms and conditions and regulations contained herein and will comply with the said Licence.

Interior Health
Name of Applicant/Group

Kiro Wellness Centre
Address

250-364-6228
Telephone Number

[Signature]
Signature of Applicant

Kirsten Faris
Name

1500 Columbia Ave
Address of Applicant/Group

250-364-6228
Telephone Number

[Signature]
Signature of Witness

Issued this _____ day of _____, 20_____.

Signature of the Mayor or CAO

Civic Address: Dundee Avenue (Highway 3)
Location: adjacent to the Deadwood Junction parking area

City of Greenwood

MEMORANDUM

To: Mayor Noll and Council Date: August 16, 2021

From: Marcus Lebler, CAO

Subject: Licence to Use and Occupy Applications:
Route 3 Racing Club; and
The Boundary Community Ventures Association (The Boundary Food Hub)

Locations: Lot 13, Block 97, Plan KAP70, DL 711, SDYD (Skating Rink)
Lots A, B and C, Block 97, Plan KAP70, DL 711, SDYD (adjacent to Highway 3)

Recommendations:

With no agreements in place and both parties wishing to move forward with their respective projects at the same location, at the same time, Council is left with a difficult decision. With Route 3 Racing Club given verbal permission to use the area first, staff believe the optimal solution would be to find the Food Hub a suitable alternative location, thus allowing both parties to move ahead. If a solution cannot be reached to satisfy the needs of both parties, Council should consider the long-term benefits each project could provide the City.

Options:

1. Council may choose to grant the Licence to Use and Occupy to Route 3 Racing Club for Lot 13, Block 97, Plan KAP70, DL 711, SDYD and Lots A, B and C, Block 97, Plan KAP70, DL 711, SDYD.
2. Council may choose to grant the Licence to Use and Occupy to Boundary Community Ventures Association (Boundary Food Hub) for Lots A, B and C, Block 97, Plan KAP70, DL 711, SDYD.
3. Council may choose to consider alternate locations for Route 3 Racing Club events and/or for the Boundary Community Ventures Association (Boundary Food Hub).

Background / Report:

Route 3 Racing Club

Angus MacNeil, of Route 3 Racing Club, appeared as a delegation at the May 11, 2020 Regular Council meeting to discuss use of the Skating Rink for outdoor motorcycle racing (see attachment 1). Council passed the following resolution at the May 13, 2020 Special Council meeting (see attachment 2):

(98-SP-20) "That Council approve the outdoor arena for the use of mini road racing; once formed, the Motorcycle Club is not using the space, the arena can be utilized as a multi-use space for other sports or events; the boards surrounding the outdoor arena will be removed; and the Motorcycle Club could make a storage building from existing structures."

This resolution does not mention Lots A, B and C, located directly adjacent to Highway 3 and the arena property. From discussions with Angus, it was Route 3 Racing Club's intention all along to use these lots, as without them the motorcycle track would not have sufficient space to be built. Current Council members that attended the May 11, 2020 meeting may be able to corroborate this. To date an application for a Licence to Use and Occupy for Route 3 Racing Club was not received or approved by Council.

In early June 2021, Route 3 Racing Club renewed their discussions with the City for the track development proposal. The discussions involved the old Skating Rink as well as Lots A, B and C directly adjacent to Highway 3.

Food Hub

A delegation for the Boundary Food Hub presented a proposal at the June 14, 2021 Regular Council meeting. Potential municipally owned locations for development were discussed. Lots A, B and C, directly adjacent to Highway 3, were identified as a potential location for the Boundary Food Hub. The Boundary Community Ventures Association and the RDKB have made these lots their main focus for the project and plan to move forward with the Food Hub at this location.

Conflict

At this time, a conflict between the Route 3 Racing Club and the Boundary Food Hub was identified by staff. Neither group has a Licence to Use and Occupy approved by Council for these 3 lots. Staff requested both parties submit a Licence to Use and Occupy Application, both of which are attached to this report (attachments 4 & 5).

If Council approves the Licence to Use and Occupy for the Boundary Food Hub on Lots A, B and C, amendments to the Official Community Plan and the Zoning Bylaw will be required (Highway Commercial to General Industrial). The rezoning of these lots should be undertaken as soon as possible as this process can take up to a month to complete and the Food Hub delegation has expressed they wish to break ground on the project this Fall.

Alternative locations for the Boundary Food Hub have also been researched by staff. Please refer to attachment 3 that lays out 4 alternative sites, which includes a report on each location.

Council must determine the most appropriate and beneficial long-term use of this property for the City of Greenwood. Staff have worked diligently to avoid this conflict, however time is now a main factor for both parties involved and a decision needs to be made.

Attachments:

1. Excerpt from the Regular Council meeting on May 11, 2020
2. Excerpt from the Special Council meeting on May 13, 2020
3. Alternative Boundary Food Hub Locations – Report
4. Licence to Use and Occupy Application – Route 3 Racing Club
5. Licence to Use and Occupy Application – The Boundary Community Ventures Association (The Boundary Food Hub)

ATTACHMENT 1



CITY OF GREENWOOD

Minutes of the Regular Meeting of Council held on Monday May 11, 2020
7:00 pm at Community Hall

PRESENT

Acting Mayor, Gerry Shaw
Councillors: J. Bolt, J. Nathorst, C. Lang

PRESENT

Wendy Higashi, CAO/CO

CALL TO ORDER

Acting Mayor Gerry Shaw called the meeting to order at 7:00 pm.

ADOPTION OF AGENDA

Motion: C. Lang / J. Nathorst
THAT May 11, 2020 agenda be adopted.

(84-20)

Carried

QUESTION & ANSWER PERIOD

DELEGATIONS

4. a.) Angus MacNeil – Use of
the Outdoor Arena for a Sporting
Event

Proposal:

Modifications to the existing arena for the proposed sporting event
Motorcycle road racer. Mini road racing on the asphalt.
Canadian Motorcycle Association.
Destination for events, campground close by
Activity for local youth
Form a club
Liability insurance is through the Canadian Motorcycle Association
Sunday's 11:00 am to 4:00 or 5:00 pm
Teaching to ride a bike
Can still be used as a multi- purpose space
Season: May to the end of September
I race a month, practice times
The racers will use the campground
The wooden infrastructure is not safe and must be removed.
Volunteers available to help, clean up the site.
Possible use for one of the buildings for storage
Rubber flexible curbing will be used.
Start date: As soon as possible.

ADOPTION OF MINUTES

Motion: J. Nathorst / J. Bolt
THAT the minutes of the Regular meeting of April 27, 2020, and the
Special meeting of April 28th, 2020 be adopted.

(85-20)

Carried

ATTACHMENT 2

CITY OF GREENWOOD Minutes of the Special Meeting of May 13, 2020



PRESENT

Acting Mayor: Gerry Shaw
Councillors: J. Nathorst, J. Bolt, C. Lang

ALSO PRESENT

Wendy Higashi, CAO / CO

CALL TO ORDER

Acting Mayor Shaw called the meeting to order at 4:00 pm.

ADOPTION OF AGENDA

Motion: C. Lang / J. Nathorst
THAT the Special meeting for May 13, 2020 be adopted.

Carried

(97sp-20)

AGENDA ITEMS

3. a.) Mini Road Racing

Discussion:

Re: Pictures of the skating rink taken on May 12, 2020.
That the boards around the black top are unsafe.
Cracks in asphalt can be fixed at a minimal cost

Motion: J. Nathorst / J. Bolt

THAT Council approve the outdoor arena for the use of mini road racing; once formed, the Motorcycle Club is not using the space, the arena can be utilized as a multi-use space for other sports or events; THE boards surrounding the outdoor arena will be removed; and THE Motorcycle Club could make a storage building from existing structures.

Carried

(98sp-20)

3. b.) Art Gallery Murals

Murals will be taken down and replaced with the Art Gallery Murals.

3. c.) Financial Plan 2020-2024, Bylaw No. 956

Motion: J. Nathorst / C. Lang
4th and Final Reading of the Financial Plan 2020-2024, Bylaw No. 956, 2020.

Carried

(99sp-20)

3. d.) Taxation Information

Addressing a concern that the City only gets 3 % of Property Assessments:

- BC Assessment sets the values of properties.
- The taxing authorities are: MFA, BC Assessment, RCMP, School, RDKB and the West Kootenay Boundary Hospital.
- The taxing authorities set their own rates.
- As an example: On a residential property the City receives approximately 65% of the gross BC Assessment property values.
- The City receives requisitions for the amount of money requested.
- The City puts a budget in for taxes.
- When the City increases municipal taxes, the increase goes to the City's operating budget.
- The City increased an annual cost of living expense (inflation adjustment)

ATTACHMENT 3

CITY OF GREENWOOD MUNICIPALLY OWNED LAND POTENTIAL FOOD-HUB SITE 1

Civic Location: N. Copper Avenue (Highway 3)


Legal Description: Lots 8-17, Block 15, Plan KAP70, DL 711, SDYD

Zoning: Parks and Recreational

Amendments to the OCP and Zoning Bylaw will be required. This is not dedicated parkland and does not require electoral approval to re-zone.



MUNICIPAL WATER / SEWER SERVICES
POTENTIAL FOOD-HUB SITE 1

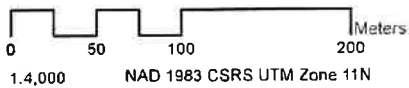
Existing Municipal Water Lines: along N. Silver Avenue adjacent to Lots 13-17 (west side of the block), and along N. Copper Avenue (Highway 3 – east side of the block) 

Existing Municipal Sewer Lines: line ends at Brooklyn Street in the middle of the block – would have to be extended to reach all lots in this location 



CITY OF GREENWOOD
FLOODPLAIN MAP EXCERPT
POTENTIAL FOOD-HUB SITE 1

Area is located in a “purple” zone which means it is located within a floodway and is subject to standing water at peak flood periods.



Legend

- | | | |
|-----------------------|--------------------|---------------------------------|
| Reach | Parcels | Inundated Area (200-Year Event) |
| Contour (5m Interval) | Municipal Boundary | Floodfringe |
| | | Floodway |

CITY OF GREENWOOD

POTENTIALLY MUNICIPALLY OWNED LAND

POTENTIAL FOOD-HUB SITE 2

Civic Location: S. Copper Avenue (Highway 3) / Veteran's Land / Dundee Avenue / S. Government Avenue

Legal Description: Lot A, Plan KAP22200, DL 597, SDYD / Lots 1, 3, 5, 8 and 9, Block 6, Plan KAP21, DL 597, SDYD

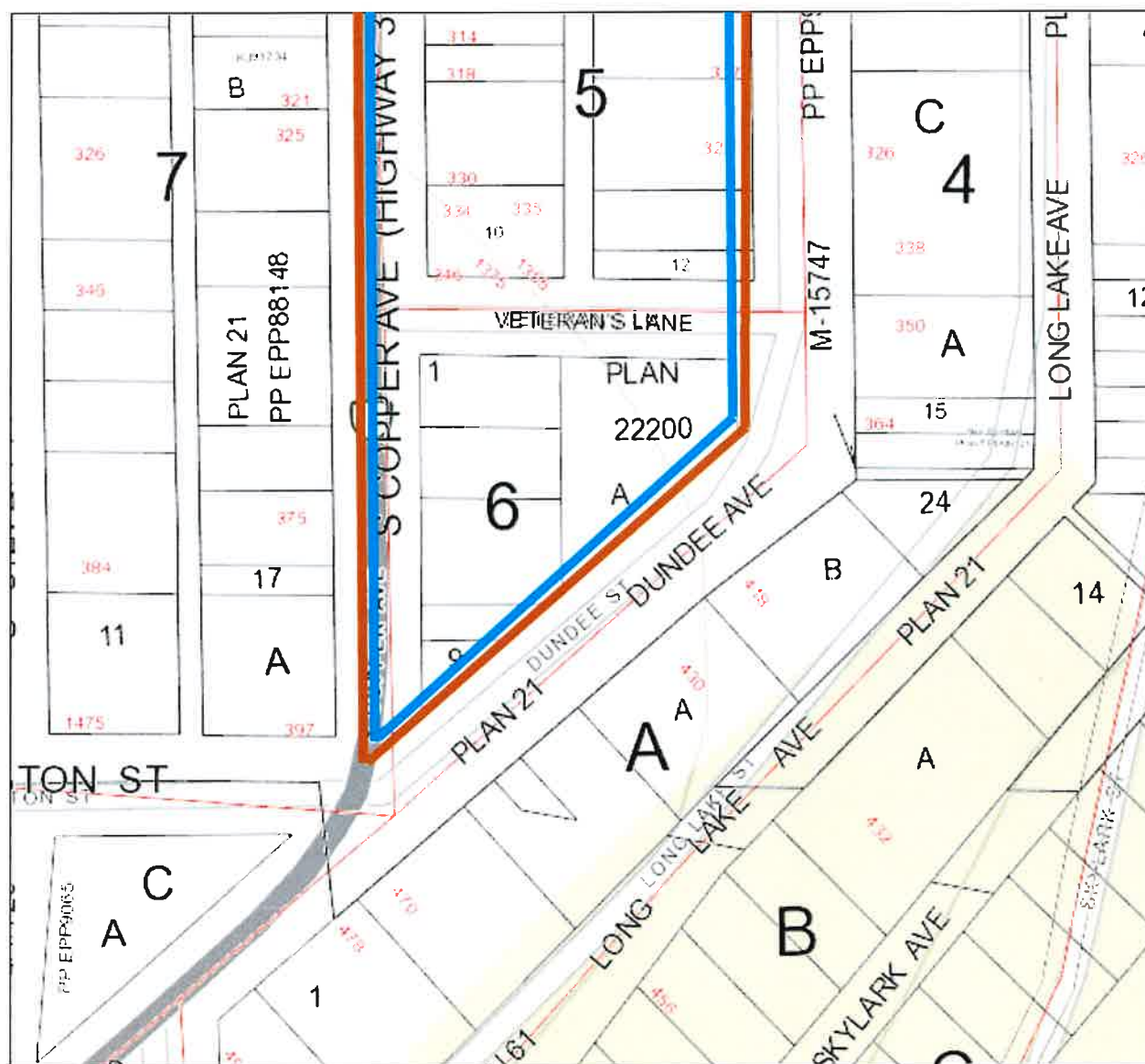
Zoning: Commercial 1 – General Commercial (Amendments to the OCP and Zoning Bylaw will be required.

General Commercial to General Industrial)

The City currently leases these lots for public parking space. Council has expressed interest in the past to buy these lots back. Staff have contacted the owner of these lots and they indicated they would be interested in selling all 6 lots together for roughly \$200k. The only viable reserve to fund this purchase from is the Community Forest Reserve. However, staff does not recommend the use of this reserve for this purchase as the reserve would be left at dire levels. The other option would be to borrow funds, however the City would then incur borrowing costs, further subsidizing the Food Hub which is not recommended.



Existing Municipal Sewer Lines: along S. Copper Avenue (Highway 3), Dundee Street, and S. Government Avenue



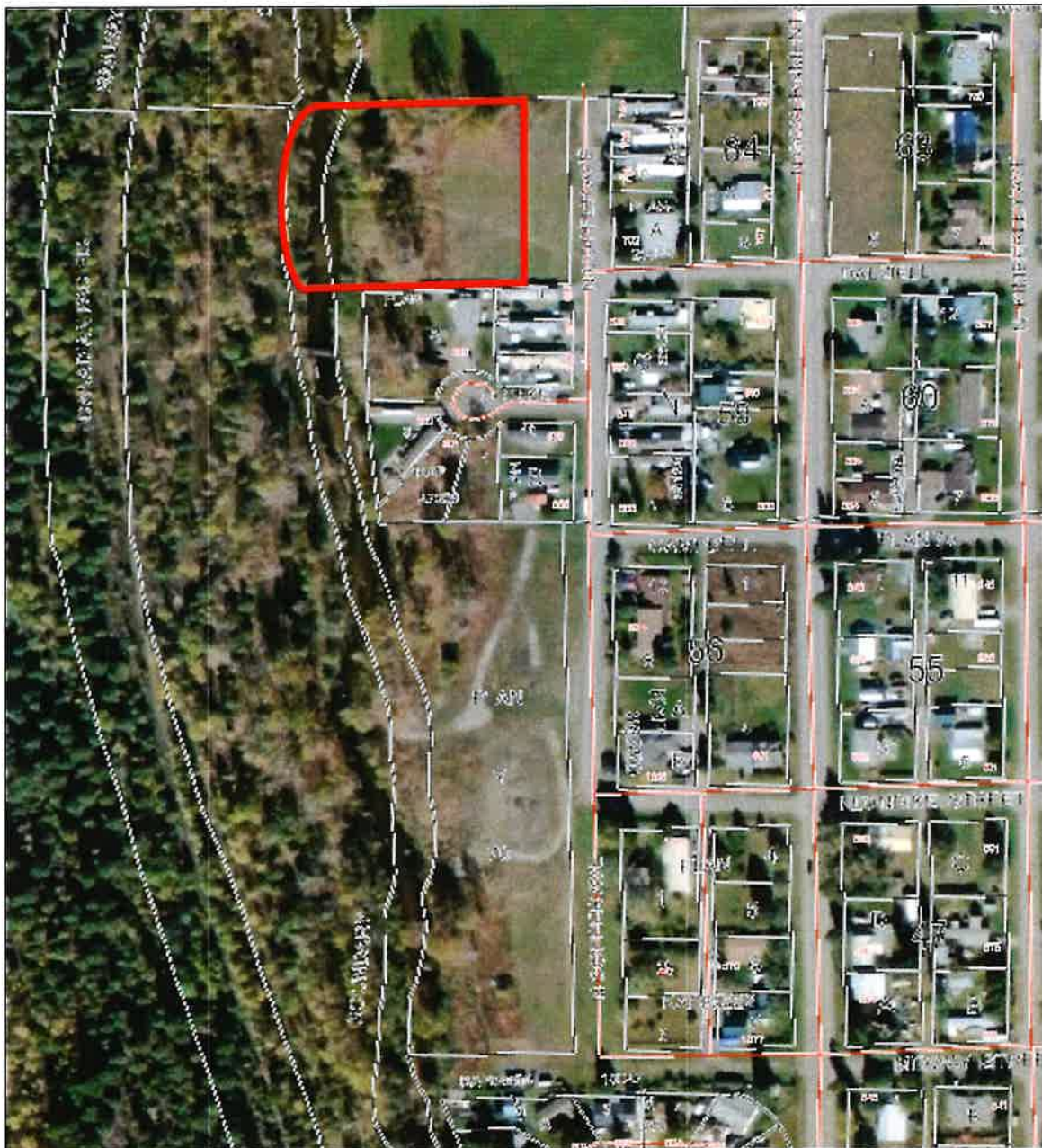
CITY OF GREENWOOD
MUNICIPALLY OWNED LAND
POTENTIAL FOOD-HUB SITE 3

Civic Location: N. Copper Avenue

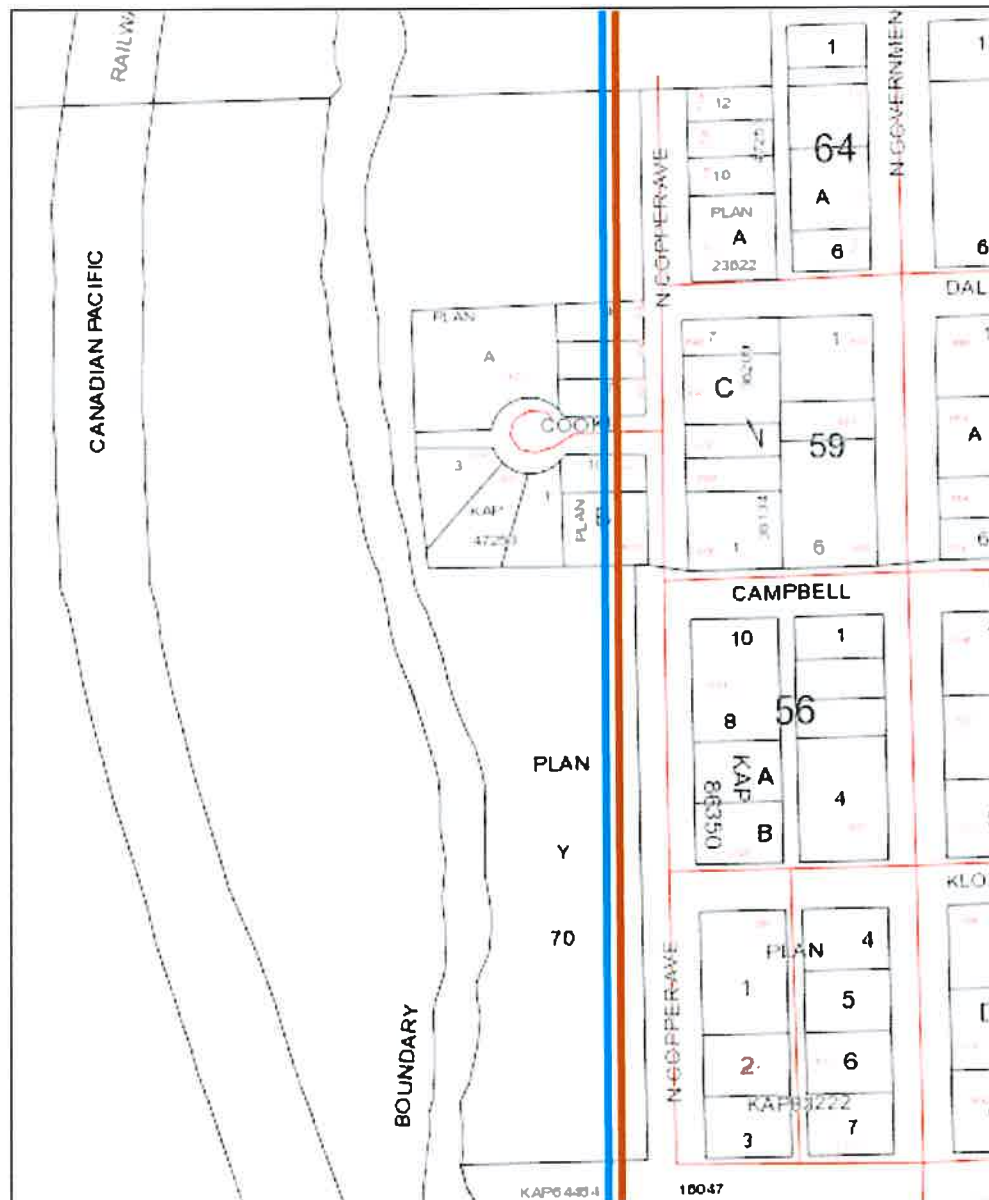
Legal Description: Portion of Plan KAP70, DL 711, SDYD

Zoning: Residential 2 – Mobile Home Subdivision

Amendments to the OCP and Zoning Bylaw will be required (Residential 2 – Mobile Home Subdivision to General Industrial). Subdivision of this portion of the parcel would be required.



Existing Municipal Sewer Lines: along N. Copper Avenue



Civic Location: S. Copper Avenue
Legal Description: Lot A, Plan KAP20625, DL 711, SDYD
Zoning: Commercial 1 – General Commercial

MINERAL

97

A

B

C

D

DEADWOOD

S COPPER AVE (HIGHWAY)

1

35974

M-12511

20825

C

4

175

EFF 81345

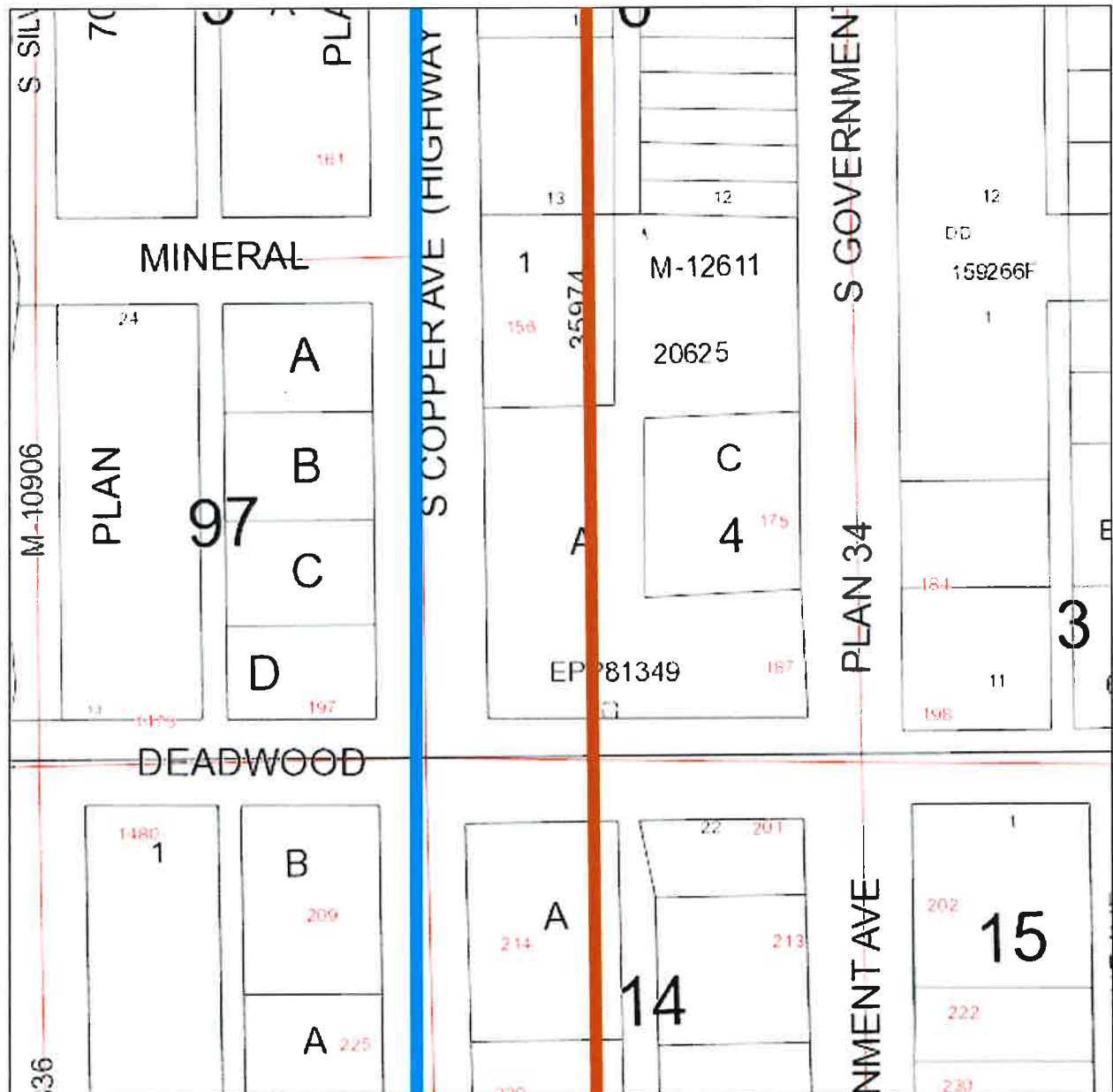
S GOVERNMENT

PLAN 34

S GOVERNMENT AVE

14

15





LICENCE TO USE OR OCCUPY

THIS LICENCE ISSUED _____ OF August, 2021.

TO: Route 3 Racing Club
(Hereinafter called "the Applicant")

WHEREAS the Corporation of the City of Greenwood (hereinafter called "The City") the Owner of the building and appurtenant grounds described as:

Lot 13, Block 97, Plan KAP70, DL 711, Land District 54, SDYD

Lots A, B and C, Block 97, Plan KAP70, DL 711, Land District 54, SDYD (map attached)
(enter: legal description)

located at: 1475 Deadwood Street and S. Copper Avenue (Highway 3)
(enter: civic address)

and more commonly known as: the Skating Rink and undeveloped land
(enter: name of the facility)

WHEREAS the Applicant had applied for a Licence to use and occupy those portions of the facility / lands known as:

Lot 13, Block 97, Plan KAP70, DL 711, Land District 54, SDYD and

Lots A, B and C, Block 97, Plan KAP70, DL 711, Land District 54, SDYD

(hereinafter called "the premises")

THEREFORE in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant:

1. The City hereby grants to the Applicant a Licence to use and occupy the paid premises for the sole purpose of:
Route 3 Racing Club (outdoor motorcycle racing)
(enter: type of use i.e.: music festival, rugby etc.)
2. The Applicant shall use only those premises named in their Licence.
3. The Applicant shall ensure that all attendees adhered strictly to all rules and regulations posted and/or included in this Licence and to advise all attendees accordingly. Failure to adhere to, or comply with said rules and regulations may

result in the termination of the Licence without refund of any fees paid, and may include invoicing of penalties and/or additional costs incurred by the City.

4. The premises is licenced to the Applicant on an "as is" basis, and the City makes no representation or warranties with respect to the condition of the premises.
5. The Applicant shall exercise the greatest care in the use and occupation of the said premises and adjacent facilities and shall provide a competent trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the said premises.
6. The Applicant shall report all damages to the Chief Administrative Officer (CAO) at 250-445-6644.
7. The Applicant shall be responsible legally, financially and otherwise for any damages to the said premises as a result of the use and occupation thereof under this Licence. Said damages to be paid firstly, by the Applicant and/or their insurer.
8. The Applicant shall not permit any other person, group or organization not named in the Licence to use or occupy the said premises without authorization from the City. Authorization granted by the City shall be attached to this Licence prior to any use or occupation of the said premises by any other person, group or organization.
9. The Applicant shall, at its own expenses, within fourteen (14) days of the expiration of the use and occupation of the said premises, return the premises to the condition that the premises were in prior to the Applicant's use and occupation.
10. The Applicant shall be responsible for providing adequate security, including any costs for providing adequate security, for the use and occupation of the said premises, including, but not limited to, persons at the door, off duty police, auxiliary fire fighters or other personnel deemed necessary by the Applicant for the protection of the public, property of the public and property of the City. The City reserves the right to require that the Applicant provide a higher level of security that that deemed adequate by the Applicant. The Applicant shall be responsible for any additional costs of security.
11. The Applicant shall, prior to the use and occupation of the said premises, pay at the request of the City, a damage deposit of \$0.00 as security for any damages which may occur to the said premises as a result of the use and occupation authorized under this Licence. Should any damage deposit, or any balance thereof not be used, it shall be refunded to the Applicant. Should such damage deposit be insufficient, the Applicant will reimburse the City immediately upon written notice from the City.

12. The Applicant shall, prior not permit liquor, beer or any other alcoholic beverages on or in the said premises unless a valid permit has been obtained under the Liquor Control and Licencing Act and the expressed authorization of Applicant from any legal obligations and/or requirements. A copy of the Applicant's approved liquor permit shall be presented and attached to this Licence including evidence of the Applicant's comprehensive liability insurance with extended coverage to include "Host Liquor Liability", prior to any use or occupation of the said premises. authorization granted by the City shall be attached to this Licence prior to any use or occupation of the said premises.

13. The Applicant shall comply with the British Columbia Liquor Control Licencing Act including all regulations.

14. The Applicant shall contact the CAO at 250-445-6644 to cancel the licence.

No provisions or penalties for cancellation

(enter: any provisions or penalties for cancellation)

15. The Applicant understands and agrees that the Licence may be revoked or cancelled, at any time, with or without cause by the City. The City will make every reasonable attempt to provide a minimum thirty (30) days notice of cancellation to the Applicant.

16. The term of this Licence shall be from: (enter the date of the licencing period including the name of any specific facility and/or section within the facility).

August 23, 2021 to November 1, 2023

17. Inconsideration of the use and occupancy of the said premises the Applicant shall pay a Licence fee as follow: (enter rates to be charged including rental rates, clean-up rates and security if applicable including all applicable taxes where applicable, include in this section any other agreed terms relative to the payment of rental fees i.e. monthly, accounts unpaid after 30 days will be subject to late payment charge of \$0.00 and the cancellation of said Licence.)

Monthly rental fee of \$1.00.

18. The Applicant agrees that before commencing use of the premises, the Applicant shall on each occasion, before use and occupation, inspect the premises and equipment, and shall forthwith notify the Superintendent of Public Works at 250-445-6644, or the Chief Administrative Officer at 250-445-6644 of any condition that may render the premises or equipment unsafe for use.

19. The Applicant may be permitted access to the said premises prior to the function or event authorized herein subject to the approval of the CAO.
20. The Applicant agrees that it will indemnify and save harmless the City and its officer, employees, servant, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought there on arising directly or indirectly from or in connection with the granting of this Licence and the use and occupation of the said premises, save that this Applicant will be under no obligation to indemnify and save harmless the City against or in respect of any damages or judgment rendered against the City resulting from or arising out of any negligence or fault on the part of the City in connection with the maintenance or condition of the premises to the extent that the damage, loss or injury caused or occasioned by the negligence of the City.
21. Prior to the granting of this Licence the Applicant shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the City. The City shall be included as an additional named insured.

Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$ 2,000,000.00 per occurrence, including \$ 2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the City may require from time to time. The policy shall contain a clause providing that the insurer will give the City thirty (30) days prior written notice in the event of cancellation or material change. The Applicant shall provide the City with evidence of such insurance coverage in the form of an executed copy of Certificate of Insurance in a form satisfactory to the City ten (10) day prior to the granting of this Licence.

22. It shall be the sole responsibility of the Applicant to determine what additional insurance coverage, if any, including but not limited to Work SafeBC and Participants Insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this Licence. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.
23. The Applicant shall not do, suffer or permit to be done, any act or thing upon or to the said premises, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.
24. The Applicant shall observe, perform and comply with the requirements of every applicable bylaw, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance,

use or occupation of the said premises and any furniture, equipment, supplies, materials or articles located therein.

25. The Applicant, its employees, agents, servants, or workers and/or volunteers shall not be deemed to be either employees, agents, servants or workers and/or volunteers of the City of Greenwood.
26. The Applicant warrants and represents that if he/she signs this Licence on behalf of a group or organization, the Applicant has sufficient power, authority and capacity to bind the group or organization with his/her signature.

I have read the above and fully understand the terms and conditions and regulations contained herein and will comply with the said Licence.

ROUTE 3 RACING CLUB

Name of Applicant/Group

ANGUS MARCIL

Name

GREENWOOD, BC

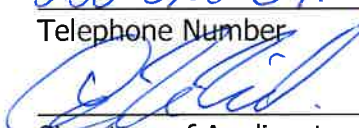
Address

Address of Applicant/Group

250-328-3912

Telephone Number

Telephone Number


Signature of Applicant

Signature of Witness

Issued this _____ day of _____, 2021.

Signature of the Mayor or CAO

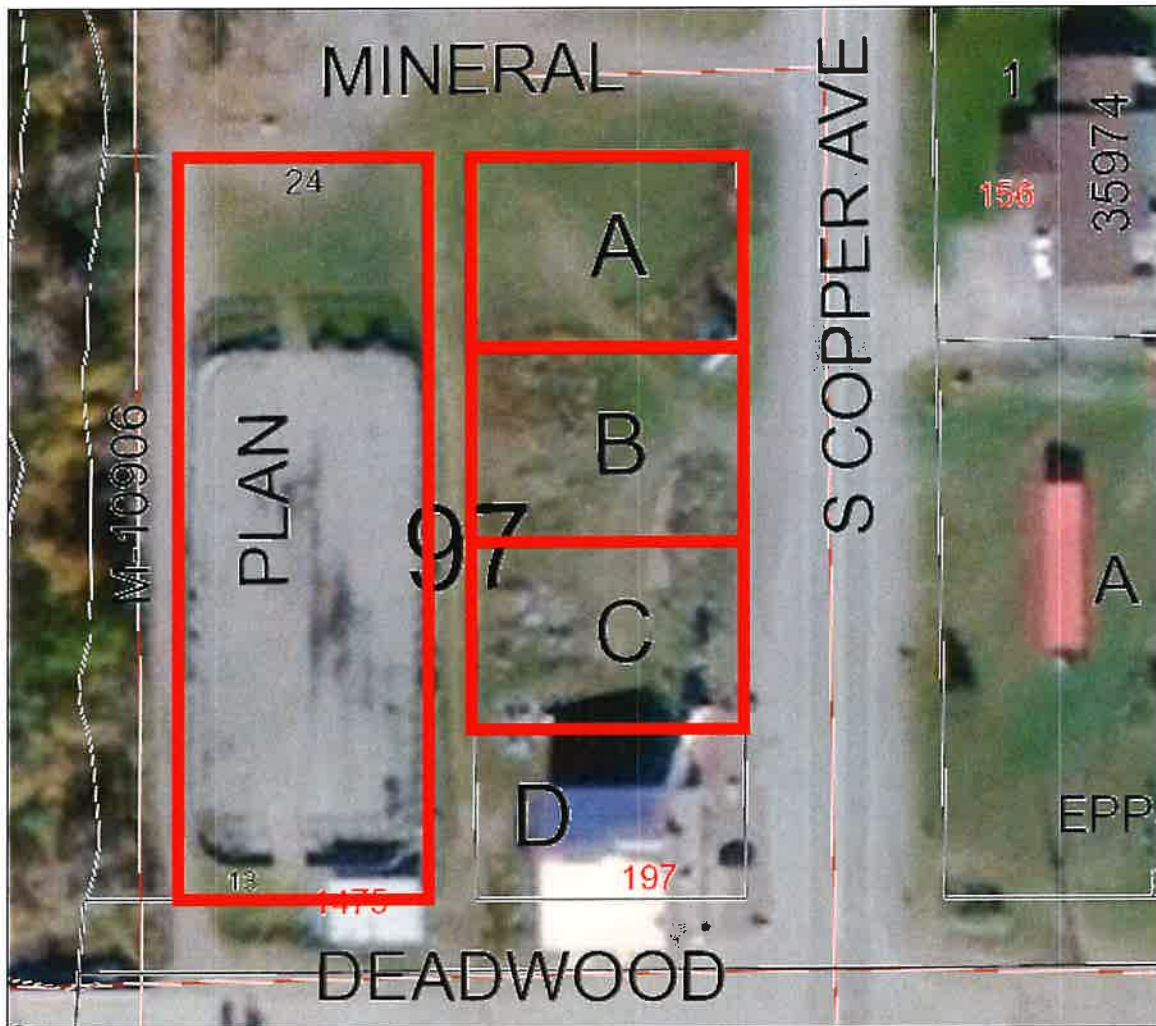
LOCATION MAP

Civic Address: 1475 Deadwood Street / S. Copper Avenue

Legal Description: Lot 13, Block 97, Plan KAP70, DL711, Land District 54, SDYD and
Lots A, B and C, Block 97, Plan KAP70, DL711, Land District 54, SDYD

PID: 012-538-183, 017-453-429, 017-453-437, 017-453-445

Tax Folio: 211-00381.000, 211-00380.005, 211-00380.010, 211-00380.015





LICENCE TO USE OR OCCUPY

THIS LICENCE ISSUED _____ OF August, 2021.

TO: Boundary Community Ventures Association (BCVA)
(Hereinafter called "the Applicant")

WHEREAS the Corporation of the City of Greenwood (hereinafter called "The City") the Owner of the building and appurtenant grounds described as:

Lots A, B and C, Block 97, Plan KAP70, DL 711, Land District 54, SDYD (map attached)
(enter: legal description)

located at: S. Copper Avenue (Highway 3)
(enter: civic address)

and more commonly known as: N/A (undeveloped land)
(enter: name of the facility)

WHEREAS the Applicant had applied for a Licence to use and occupy those portions of

the facility / lands known as: Lots A, B and C, Block 97, Plan KAP70, DL 711, Land District 54, SDYD

(hereinafter called "the premises")

THEREFORE in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant:

1. The City hereby grants to the Applicant a Licence to use and occupy the paid premises for the sole purpose of:

The Boundary Food Hub
(enter: type of use i.e.: music festival, rugby etc.)

2. The Applicant shall use only those premises named in their Licence.

3. The Applicant shall ensure that all attendees adhered strictly to all rules and regulations posted and/or included in this Licence and to advise all attendees accordingly. Failure to adhere to, or comply with said rules and regulations may result in the termination of the Licence without refund of any fees paid, and may include invoicing of penalties and/or additional costs incurred by the City.

4. The premises is licenced to the Applicant on an "as is" basis, and the City makes no representation or warranties with respect to the condition of the premises.
5. The Applicant shall exercise the greatest care in the use and occupation of the said premises and adjacent facilities and shall provide a competent trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the said premises.
6. The Applicant shall report all damages to the Chief Administrative Officer (CAO) at 250-445-6644.
7. The Applicant shall be responsible legally, financially and otherwise for any damages to the said premises as a result of the use and occupation thereof under this Licence. Said damages to be paid firstly, by the Applicant and/or their insurer.
8. The Applicant shall not permit any other person, group or organization not named in the Licence to use or occupy the said premises without authorization from the City. Authorization granted by the City shall be attached to this Licence prior to any use or occupation of the said premises by any other person, group or organization.
9. The Applicant shall, at its own expenses, within thirty (30) days of the expiration of the use and occupation of the said premises, return the premises to the condition that the premises were in prior to the Applicant's use and occupation.
10. The Applicant shall, prior to the use and occupation of the said premises, pay at the request of the City, a damage deposit of \$0.00 as security for any damages which may occur to the said premises as a result of the use and occupation authorized under this Licence. Should any damage deposit, or any balance thereof not be used, it shall be refunded to the Applicant. Should such damage deposit be insufficient, the Applicant will reimburse the City immediately upon written notice from the City.

11. The Applicant shall contact the CAO at 250-445-6644 to cancel the licence.

No provisions or penalties for cancellation

(enter: any provisions or penalties for cancellation)

12. The Applicant understands and agrees that the Licence may be revoked or cancelled, at any time, with or without cause by the City. The City will make every reasonable attempt to provide a minimum sixty (60) days notice of cancellation to the Applicant.

13. The term of this Licence shall be from: (enter the date of the licencing period including the name of any specific facility and/or section within the facility).

September 1, 2021 to September 1, 2026

14. Inconsideration of the use and occupancy of the said premises the Applicant shall pay a Licence fee as follow: (enter rates to be charged including rental rates, clean-up rates and security if applicable including all applicable taxes where applicable, include in this section any other agreed terms relative to the payment of rental fees i.e. monthly, accounts unpaid after 30 days will be subject to late payment charge of \$0.00 and the cancellation of said Licence.)

Monthly rental fee of \$1.00.

15. The City of Greenwood will amend the City of Greenwood Official Community Plan Bylaw and the City of Greenwood Zoning Bylaw to ensure the occupation and use of the premises is suitable.
16. The Applicant agrees that before commencing use of the premises, the Applicant shall on each occasion, before use and occupation, inspect the premises and equipment, and shall forthwith notify the Superintendent of Public Works at 250-445-6116, or the Chief Administrative Officer at 250-445-6644 of any condition that may render the premises or equipment unsafe for use.
17. The Applicant agrees that it will indemnify and save harmless the City and its officer, employees, servant, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought there on arising directly or indirectly from or in connection with the granting of this Licence and the use and occupation of the said premises, save that this Applicant will be under no obligation to indemnify and save harmless the City against or in respect of any damages or judgment rendered against the City resulting from or arising out of any negligence or fault on the part of the City in connection with the maintenance or condition of the premises to the extent that the damage, loss or injury caused or occasioned by the negligence of the City.

18. Prior to the granting of this Licence the Applicant shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the City. The City shall be included as an additional named insured.

Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$ 2,000,000.00 per occurrence, including \$ 2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the City may require from time to time. The policy shall contain a clause providing that the insurer will give the City thirty (30) days prior written notice in the event of cancellation or material change. The Applicant shall provide the City with evidence of such insurance coverage in the form of an executed copy of Certificate of Insurance in a form satisfactory to the City ten (10) day prior to the granting of this Licence.

19. It shall be the sole responsibility of the Applicant to determine what additional insurance coverage, if any, including but not limited to Work SafeBC and Participants Insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this Licence. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.
20. The Applicant shall not do, suffer or permit to be done, any act or thing upon or to the said premises, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.
21. The Applicant shall observe, perform and comply with the requirements of every applicable bylaw, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the said premises and any furniture, equipment, supplies, materials or articles located therein.
22. The Applicant, its employees, agents, servants, or workers and/or volunteers shall not be deemed to be either employees, agents, servants or workers and/or volunteers of the City of Greenwood.
23. The Applicant warrants and represents that if he/she signs this Licence on behalf of a group or organization, the Applicant has sufficient power, authority and capacity to bind the group or organization with his/her signature.

Boundary Community Ventures Assn
Name of Applicant/Group Name

250 446 2042
Telephone Number

Issued this _____ day of _____, 20____.

Page 5

LOCATION MAP

Civic Address: S. Copper Avenue

Legal Description: Lots A, B and C, Block 97, Plan KAP70, DL711, Land District 54, SDYD

PIDs: 017-453-429, 017-453-437, 017-453-445

Tax Folios: 211-00380.005, 211-00380.010, 211-00380.015

