



AGENDA

Special Meeting of the Council of the Village of Chase held
virtually
on Thursday, February 11, 2021 at 6:30 p.m.

1. CALL TO ORDER

2. ADOPTION OF AGENDA

Resolution:

“THAT the February 11, 2021 Village of Chase Special Council meeting agenda be adopted as presented.”

3. ADOPTION OF MINUTES

None

4. PUBLIC HEARINGS

None

5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

This opportunity is for members of the gallery to provide input on items on this Agenda

6. DELEGATIONS

6.1 Chase Recreation Society Board members in attendance

Memorandum from the CAO

Draft Partnering Agreement

Discussion with Council regarding the Partnering Agreement.

Page 1
Pages 2-8

7. REPORTS

No reports.

8. UNFINISHED BUSINESS

None

9. NEW BUSINESS

None

10. NOTICE OF MOTION

11. IN CAMERA

No in camera

12. RELEASE OF IN CAMERA ITEMS

None

13. ADJOURNMENT

Resolution:

“THAT the February 11, 2021 Village of Chase Special Council meeting be adjourned.”



VILLAGE OF CHASE

Memorandum

Date: January 9, 2021
To: Mayor and Council
From: CAO
RE: Draft Partnering Agreement – Art Holding Memorial Arena

At its meeting of October 13, 2020, Council considered a new draft partnering agreement for the operations of the Art Holding Memorial Arena. Several comments were raised and the agreement at that time was not ratified pending further refinement.

Comments that were raised regarding the draft agreement presented October 13, 2020 included:

- The agreement should provide more specific details about the obligations of both the Recreation Centre Society and the Village of Chase relating to the Arena operations and management
- There should be provision for additional funding that may be needed
- Capital expenditures should be referenced
- There needs to be more communication between the Village and the Recreation Centre Society so that each party can help the other and share information more frequently

In light of Council's wishes, the updated draft document being presented to Council's meeting of January 12, 2021 includes the following provisions:

- Details of who is responsible for what aspects of the operations and maintenance including funding and capital costs are more defined in the new draft
- The annual operating grant of \$125,000 is specified and capital costs are to be discussed by both parties to ensure maximum benefit
- Rather than an "Arena Board of Management" a *Joint Operations and Management Committee* is contemplated that will meet at least quarterly to discuss specific aspects of the Arena's operations and maintenance including rates, hours of operation and other policy discussions, requirements and needs
- A provision is included that will ensure additional operational funding will be contemplated by the Village provided rationale for such a request is provided by the Society
- The agreement includes the provision of dust control for the unpaved portion of the parking area as well as snow removal
- The agreement includes a statement regarding the proposed use of a portion of the parking area (adjacent to Shepherd Road) for a seniors housing project

Council is being asked to provide feedback to Administration, holding off on approval of the agreement until input is received from the Society.

Respectfully submitted,

PARTNERING AGREEMENT

THIS AGREEMENT dated for reference _____, 2021.

BETWEEN:

VILLAGE OF CHASE

PO BOX 440
Chase, BC V0E 1M0

(the "Village")

AND:

CHASE AND DISTRICT RECREATION CENTRE

SOCIETY, a Society incorporated within the Province of
British Columbia (Incorporation No.: S-0029734)
PO Box 1239, Chase, BC V0E 1M0

(the "Society")

WHEREAS:

The Art Holding Memorial Arena and associated amenities including a large parking lot, a storage shed, sidewalks, the sales office and zipline practice tower of Chase Canyon Eco-Adventures Ltd.; a large grassy vacant area are located at 221 Shepherd Road in Chase, BC; AND

The Landlord and the Tenant desire to renew the Partnering Agreement governing the Tenant's operation of the Art Holding Memorial Arena and recreational activities at 221 Shepherd Road; AND

The Village is authorized to enter into partnering agreements pursuant to section 21 of the *Community Charter*,

NOW THEREFORE in consideration of the promises and the covenants, agreements, representations, warranties and payments hereinafter contained, the parties hereto covenant and agree as follows:

DEFINITIONS

(a) In this agreement:

- (i) The property The Lands are known as 221 Shepherd Road including the lands legally described as PID: 007-819-750, Lot 1, DL 517, KDYD, Plan 20201, except plan KAP49449 known as Lot 1 for the purposes of this agreement;
- (ii) "Arena" means the Art Holding Memorial Arena which is located on Lot 1 as of the date of this Agreement;

- (iii) “Recreation Service” means the use of Lot 1 for public recreational activities;
- (iv) “Service Area” means the Village of Chase and Electoral Areas L and P of the Thompson-Nicola Regional District;
- (v) “Joint Operations and Management Committee” means the Council of the Village of Chase and the representatives of the Recreation Centre Society;

TERM:

- (b) This Partnering Agreement will take effect once both parties have ratified this agreement and will be in effect for 2 years from that date of ratification unless either party invokes a termination as provided for under this agreement.

SOCIETY’S OBLIGATIONS

- (a) The Society will:
 - (i) Manage of the use of Lot 1 for the purpose of providing Recreation Services including but not limited to all activities pertinent to an Ice Arena, and will provide a portion of lands for the operation of the Chase Canyon Eco-Adventures main office and practice tower;
 - (ii) Provide all equipment, supplies and operating personnel necessary to provide the Recreation Service which may include entering into contracts for management, maintenance and the provision of food or other services in the Recreation Centre and on Lot 1”;
 - (iii) Manage all aspects of the facility including ensuring payments are made for electrical, gas, and other utility services;
 - (iv) Provide for ongoing day to day maintenance and repairs of the building and premises to ensure safe and efficient operation of the facility;
 - (v) Advertise the facility’s availability for ice usage including for hockey, figure skating, public skating and other activities such as private parties, as well as public activities in the off-season to ensure rental income is maximized;
 - (vi) Diligently seek external sources of funding other than those provided by the Village of Chase for operations, repairs, and improvements that may be intended;
 - (vii) Obtain the Village’s permission in writing to construct additional improvements on the premises, such permission may be withheld at the Village’ discretion;

- (viii) If improvements are planned and approved the Village, the Society will manage such improvements by obtaining funding wherever possible, retaining consultants, obtaining all permits and authorizations required, pay all fees, charges and levies, and will submit plans and drawings to the Village for its approval;
- (b) No member of the Society or the Board shall be a party to any contract entered into by the Society as per this Agreement.
- (c) The Society shall provide the Recreation Service on behalf of the Village to the residents of the Service Area. The Recreation Centre shall not be committed to use by any group made up primarily of non-residents of the Service Area without the prior written consent of the Village.
- (d) All residents of the Service Area shall have an equal opportunity to participate in the recreational services provided by the Society, in accordance with the programs and policies established by the Board.
- (e) No distinction shall be made between residents of the Service Area in the establishment of user fees and other charges.
- (f) The Society shall provide the Recreation Service as an independent contractor under this Agreement. The Society shall not represent to any person that it is the agent or partner of the Village in respect of any matter.

OTHER USES OF LOT 1

- (g) Notwithstanding the foregoing, the Society may, with the Village's written permission, either at no charge or at a fee set by the Society, use or permit the whole or any part of Lot 1 to be used by any group or person for any purpose which is ancillary to or supportive of the Recreation Service and the business of the Society, including without limitation commercial, public or private uses.
- (h) For clarity, generating revenue for the Society from any source is considered a purpose ancillary to or supportive of the Recreation Service and the business of the Society.
- (i) The Society recognizes that a portion of the lands to the West of the Arena building adjacent to Shepherd Road will be utilized for the construction and operation of a low income seniors' housing project operated by a private housing society, pending funding and all authorizations being approved for the private housing society.

JOINT OPERATIONS AND MANAGEMENT COMMITTEE

- (j) The Joint Operations and Management Committee will consist of representatives appointed by the Society and representatives appointed by the Council of the Village and will serve for the term of this agreement.

- (k) The Joint Operations and Management Committee will meet at least quarterly to discuss various operations and management issues, funding sources and needs, in the context of financial and legal requirements of both the Society and the Village.
- (l) The JOMC will discuss and establish operational policies and discuss the provision of the services and recreational programs and other public, private or commercial activities taking place on Lot 1. Issues to be jointly discussed and agreed to will include hours of operation, admission fees, rental charges, licence fees, booking priorities, marketing and advertising, third party commercial, private and public activities, off-season uses of the lands and maintenance, repairs and management contracts.

GRANTS OF ASSISTANCE

- (m) The Village will continue to provide grants of assistance to the Society on the following terms:
 - (i) On an annual basis and no later than two (2) months following the end of the Society's fiscal period, the Society shall provide to the Village financial statements for that fiscal period, as well as an operational and capital budget for the upcoming fiscal period.
 - (ii) The Village, upon being satisfied with the Society's financial reporting and on-going budget, shall provide the Society with a grant of \$125,000 to be paid to the Society on a quarterly basis. Such funds will be used to meeting the Society's obligations to operate the Recreation Centre and provide Recreation Services.
 - (iii) The Village upon discussion with the Joint Management and Operations Committee and the provision by the Society of appropriate rationale, will consider providing additional operations funding to the Society.
 - (iv) Capital requirements and funding will be discussed by the Joint Management and Operations Committee and will form part of the Council's annual budgeting process.
 - (v) The Village may, at its sole discretion, require the Society to undertake an independent audit of its financial reports, and to provide a copy of the audit to the Village.

VILLAGE OBLIGATIONS

- (n) The Village will honour its obligations by ensuring payments are made to the Society on a timely basis, that ongoing discussions take place to ensure both parties are continuing to provide information and support to one another, and that needs and requirements are being communicated.
- (o) The Village of Chase will provide snow plowing and dust control services for the parking area West and South of the Arena facility.

TAX EXEMPTION

- (p) Provided that the Society continues to provide the Recreation Service in accordance with this Agreement, the Village shall, by bylaw, exempt the buildings and improvements on Lot 1 from the municipal portion of property taxes during the term of this Agreement.

TERMINATION

- (q) Despite section (b), this Agreement may be terminated by the Village upon 14 (fourteen) days' notice to the Society if:
 - (i) the Arena Lands remain vacant or not used for a period of Ninety (90) days without the written consent of the Landlord;
 - (ii) the Village is required to make any payment that is the responsibility of the Society under this Agreement.
- (p) Either party may terminate this agreement by providing 30 (thirty) days written notice to the other party.

TERMINATION FOR NON-COMPLIANCE

- (q) If the Society is not in compliance with any terms of this Agreement, the Village may deliver written notice of non-compliance to the Society, setting out the particulars of the Society's violation of this Agreement.
- (r) Upon receiving notice of non-compliance the Society shall have 14 days to fully remedy the non-compliance. If the Society does not completely correct the non-compliance within 14 days this Agreement may be terminated without further notice upon written notification from the Village to the Society.

MISCELLANEOUS

- (s) No waiver of any default under this Agreement by either party shall be effective unless expressed in writing by the party waiving default, and no condoning, overlooking or excusing by either party of a previous default shall be taken to operate as a waiver of any subsequent default or continuing default, or to in any way defeat or affect the rights and remedies of the non-defaulting party.
- (t) Upon not less than 24 hours notice to the Society, the Village shall have unrestricted access to the records of the Society relating to the development and operation of the Recreation Centre. The Village shall also have the right to inspect any portion of the Recreation Centre or other improvements constructed or controlled by the Society which are located upon Lot 1.
- (u) Any notice to be given pursuant to this Agreement shall be in writing, and may be delivered personally or sent by registered mail.

- (v) Any approvals given by the Village under this Agreement shall only be effective if authorized by a resolution adopted by Council of the Village.
- (w) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any such invalid or unenforceable provision shall be deemed to be severed.
- (x) This Agreement may be executed in any number of counterparts, each of which when delivered, whether by facsimile copy or otherwise, shall be deemed to be an original and all of which together shall constitute one and the same document.

- (y) No amendment to this Agreement shall be valid unless in writing and executed by the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

_____))
Mayor)

_____))
Corporate Officer)

_____))
VILLAGE OF CHASE)

SIGNED, SEALED AND DELIVERED)
in the presence of:)

_____))
Authorized Signatory)

_____))
Authorized Signatory)

_____))
CHASE AND DISTRICT RECREATION)
CENTRE SOCIETY)