

# **The Corporation of the City of Kenora**

## **By-law Number 18 - 2015**

### **A By-law to Amend By-Law Number 98-2013, an Agreement between the Corporation of the City of Kenora and Scott Green for the Operation and Maintenance of Anicinabe Park**

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Whereas the Corporation of the City of Kenora is the owner of Anicinabe Park in the City of Kenora and requires a Contractor to supply services for the operation and maintenance of Anicinabe Park; and

Whereas on September 17, 2013 Council of the City of Kenora authorized an agreement with Scott Green to provide services for the operation and maintenance of Anicinabe Park by bylaw number 98-2013; and

Whereas it has been determined that an addendum to this agreement is required to reflect winter activities at Anicinabe Park;

Therefore Be It Resolved That the Council of the City of Kenora hereby enacts as follows:-

1. The Contractor, Scott Green has approval to:
  - a) Develop an outdoor skating rink to be located in the swim area at Anicinabe Park. All set, up, take down and maintenance will be the responsibility of the Contractor. Erect a snow fence leading to this area.
  - b) Develop and maintain a winter sliding hill.
  - c) Set up warming huts with outdoor fire pit.
  - d) Supply porta-potties for winter activity areas.
  - e) Winter Outdoor Tent Camping at existing sites (porta-potties to be supplied by Contractor), open fires in existing fire pits (which would be used to melt snow for water, food preparation and heat) – no electrical to be supplied
  - f) Set up self-contained food truck in lower parking lot. To be inspected by N.W. Health Unit for approval.
  - g) Promote Anicinabe Park as a winter destination.
  - h) Offer rental opportunities (cross country skis, snow shoes, skates etc.)
  - i) Use the lower parking lot for parking.
  - j) Use of lower washroom for winter storage. (Shovels, chairs etc.)

2. The Contractor is to supply written proof of Third Party Liability Insurance naming the City of Kenora as insured. This coverage is to include winter activities.
3. The Contractor will be responsible for all expenses (including development, operation, maintenance and promotion) pertaining to the Anicinabe Park winter activities.
4. The Contractor will retain all revenue from these winter activities at Anicinabe Park.
5. All other terms or conditions of the Anicinabe Park Contract authorized by By-Law Number 98-2013 shall be in effect and shall not be negated or changed as a result of this here stated addendum.
6. This addendum will come into effect on April 1, 2015.

**By-law read a First and Second Time this 17th day of February, 2015**

**By-law read a Third and Final Time this 17th day of February, 2015**

**The Corporation of the City of Kenora:-**

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**David S. Canfield, Mayor**

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**Heather Lajeunesse, Deputy Clerk**