

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 5462

A BY-LAW to authorize and ratify agreement dated the 15th day of November, 1968, being an agreement between The Corporation of the District of Burnaby and The City of Port Moody for the joint control, management, operation, maintenance and development of the Rocky Point Boat Ramp Site.

The Council of The Corporation of the District of Burnaby
ENACTS as follows:

1. This By-law may be cited as "BURNABY RATIFICATION BY-LAW, 1968".
2. The Council of The Corporation of the District of Burnaby is hereby authorized and empowered to join or enter into an agreement (hereinafter called "the said agreement") with The City of Port Moody for the joint control, management, operation, maintenance and development of the Rocky Point Boat Ramp Site, a copy of which said agreement, dated the 15th day of November, 1968, is attached hereto and lettered "A".
3. The Council of The Corporation of the District of Burnaby hereby ratifies the said agreement.

Read a first time this 24th day of February, 1969.

Read a second time this 24th day of February, 1969.

Read a third time this 24th day of February, 1969.

Received the approval of the Lieutenant-Governor in
Council this 24th day of April, 1969.

Reconsidered and adopted by an affirmative vote of at
least two-thirds of all the members of Council this 5th day of
May, 1969.



Robert W. Pitte
MAYOR
J. Shaw
CLERK

THIS AGREEMENT made and entered into this 15th day of November, A. D. 1968.

BETWEEN:

CITY OF PORT MOODY

(hereinafter called "the City")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called "the Corporation")

OF THE SECOND PART

WHEREAS Lot Four (4) of Tidal lands covered by water (Sketch 75962-E) fronting on Lot Two Hundred and One (201), Group One (1), Plan 4331, New Westminster District, a portion of Rocky Point Park, a portion of Esplanade Street and Water Lot (408,788 square feet in area) fronting on a portion of District Lot Two Hundred and One (201), Burrard Inlet and set out in National Harbours Board Lease Number V-1550, all shown outlined in red on sketch attached hereto (hereinafter called "the Ramp Site") are situated within the City.

AND WHEREAS the City and the Corporation entered into an agreement dated the 15th day of March, A.D. 1965 for the joint control, management, operation, maintenance and development of the Ramp Site.

AND WHEREAS it is now considered advisable to rescind and replace that agreement.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have mutually agreed as follows:

1. The Parks and Recreation Commission of Burnaby (hereinafter called the "Burnaby Commission") shall appoint three members out of its members and the Council of the City shall appoint three members out of its members or the members of the Port Moody Parks and Recreation Commission to a Rocky Point Boat Ramp Committee (hereinafter called "the Committee").

2. The Committee shall always consist of six members and any member may be replaced by the Commission or Council who appointed such members.

3. The Burnaby Commission may appoint to the Committee from its members a standby member who shall take the place of an appointed member who is unable to attend a meeting of the Committee.

4. The Council of the City may appoint to the Committee from its members or from the members of the Port Moody Parks and Recreation Commission a standby member who shall take the place of an appointed member who is unable to attend a meeting of the Committee.

5. The Burnaby Commission shall, if one of its members ceases to be a member of the Committee, within one month from the time the member ceases to be a member, appoint a new member from its members and shall, within forty-eight hours of such appointment, advise the Council of the City the name of such appointee.

6. The Council of the City shall, if one of its members ceases to be a member of the Committee, within one month from the time the member ceases to be a member, appoint a new member from its members or from the members of the Port Moody Parks and Recreation Commission and shall, within forty-eight hours of such appointment, advise the Burnaby Commission the name of such appointee.

7. The Committee shall meet three or more times in each year on such days and at such times and places as the Committee shall decide, to consider and study matters concerning the control, management, operation, maintenance, and development of the Ramp Site and expenditures to be made with reference thereto.

8. The Committee shall at the first meeting in each year appoint from its members a Chairman who shall remain in office for a period not to exceed one year. The Chairman for the first year shall be one of the members appointed by the Council of the City. The Chairman for the second year shall be one of the members

appointed by the Burnaby Commission. Each year thereafter, the Chairmanship shall alternate between the members from the Council of the City and the members from the Burnaby Commission. If the Chairman of the Committee is not present at the time appointed for holding any meeting, the members of the Committee present shall choose a member from the same Commission or Council as the absent Chairman to be Chairman of such meeting and such Chairman shall have all the powers of the absent Chairman with respect to that meeting.

9. A quorum shall consist of four members of which two members shall be from the Council of the City and two members shall be from the Burnaby Commission and all members including the Chairman shall be entitled to vote but the Chairman shall not have a deciding vote. All motions shall be nullified by an equality of votes. Any member who abstains from voting shall be recorded as having voted in the affirmative.

10. (a) The Committee shall, at its first meeting annually, prepare a detailed estimate of the expected revenues to be received and the proposed expenditures to be made by the Committee in connection with the control, management, operation, maintenance and development of the Ramp Site for the ensuing year and shall submit copies of same to the Council of the City and the Burnaby Commission for their approval.

(b) The Committee shall, on or before the 1st day of November of each year during the currency of this agreement, hold a meeting and shall prepare a detailed estimate of the expected revenues to be received and the proposed expenditures to be made by the Committee in connection with the control, management, operation, maintenance and development of the Ramp Site for the ensuing year and shall submit copies of same to the Council of the City and the Burnaby Commission and the Council of the Corporation for their approval.

(c) The Council of the City and the Burnaby Commission shall review the said estimates referred to in paragraphs 10(a) and 10(b) hereof and upon the same being approved jointly by them, either

in whole or in part, then the Council of the City and the Burnaby Commission shall include in their respective annual budgets fifty per cent (50%) of such approved estimates and submit same to the Council of the City and the Council of the Corporation for approval. Such estimates shall be set forth in two parts as follows:

(i) an estimate of revenues and expenditures for operating purposes;

(ii) an estimate of revenues and expenditures for development purposes;

(d) Upon the approval of the said budgets by the respective Councils, the Council of the City and the Burnaby Commission shall each allocate its portion of the approved sum.

(e) Any sums allocated as herein provided may only be expended in the then current year and any unexpended balance shall remain in the general revenue of the respective Treasuries of the City and the Corporation.

(f) In the event that the Committee's budget is reduced by either the Council of the City or the Council of the Corporation below the minimum amount believed by the Committee to be adequate to control, manage, operate, maintain, and develop the Ramp Site, the following procedure shall be followed:

The Committee shall prepare a minimum operating and maintenance budget. This budget will be certified as being realistic by the Treasurer of the City and the Treasurer of the Corporation and then presented to the Council of the City and the Council of the Corporation for their approval.

(g) The Councils of the City and the Corporation shall each provide at least an amount equal to one half of the amount of the minimum operating and maintenance budget as submitted under paragraph 10(f) hereof.

(h) Notwithstanding the provision of paragraph 10(g) hereof, the Council of the City and the Council of the Corporation,

may, by mutual agreement, provide a lesser amount than the minimum submitted under paragraph 10(f) hereof.

11. All revenues received and all expenditures made in connection with the control, management, operation, maintenance and development of the Ramp Site shall be shared equally by and between the City and the Corporation.

12. The Committee shall decide:

(a) the method of performing the work necessary to control, manage, operate, maintain and develop the Ramp Site.

(b) the method of accounting for revenues and expenditures, PROVIDED HOWEVER, that the said method shall be subject to the approval of both the Treasurer of the City and the Treasurer of the Corporation.

13. The Treasurer of the City and the Treasurer of the Corporation or their appointees shall, at all reasonable times, have access to and may inspect the books of account of the other relating to the control, management, operation, maintenance and development of the Ramp Site.

14. The City will indemnify the Corporation in respect of any taxes, impositions, rates or charges levied or made by any taxing authority and due or expressed to be due by the Corporation as a result of the Corporation's interest in or occupancy of the Ramp Site as herein set out.

15. (a) Any officer or employee of the City or the Corporation who is directed or employed by the Committee, whether by formal contract or by direction of the Committee, shall be the responsibility of the Committee insofar as any work done or undertaken, and the Committee shall apportion equally the costs of such work and any deficiencies which might arise therefrom.

(b) No work shall be performed on the Committee's behalf unless expressly authorized by it. Major work shall be competitively bid for, and both the City and the Corporation shall be eligible to submit bids and in that event, the City or the Corp-

oration shall be entirely responsible for the work to be carried out and shall enter a contract with the Committee to insure its performance. The costs of such work shall be borne entirely by the successful bidder. This paragraph shall not apply to routine maintenance authorized by the Committee.

16. Either party may terminate this agreement effective on the 31st day of December in any year by giving one year's notice of termination to the other party. The party not terminating shall, within five years from the date of termination, pay to the party terminating one-half of the consideration paid up to January 31, 1968, by the party terminating for the development of the Ramp Site.

17. If the City terminates this Agreement as provided in paragraph 16 hereof, it shall for the consideration of One Dollar (\$1.00) lease the Ramp Site to the Corporation for the period commencing with the date of the termination of this Agreement and terminating on the 31st day of October, 1984.

18. The City and the Corporation may, by mutual agreement, amend this Agreement.

19. This Agreement shall commence on the 1st day of May, 1968 and terminate on the 31st day of October, 1984.

20. The original agreement dated the 15th day of March, A. D. 1965 is to be rescinded upon the commencement of this agreement.

21. Any notice required or desired to be given under or in respect of any of the terms of this Agreement may be given by mailing the same in a prepaid registered envelope addressed to the party to whom the same is to be given as follows:

If given to the City:

City of Port Moody,
2425 St. John's Street,
Port Moody, B. C.


If given to the Corporation:

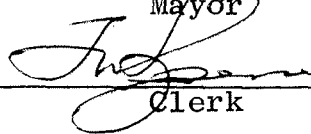
The Corporation of the District of Burnaby,
4949 Canada Way,
Burnaby 2, B. C.

and any notice so given shall be deemed to have been given when in the ordinary course of post it should have been delivered.

IN WITNESS WHEREOF the City and the Corporation have hereunto caused their corporate seals to be affixed, attested by the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

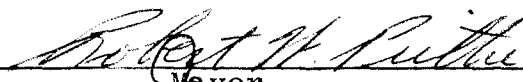
The Corporate Seal of the)
CITY OF PORT MOODY was)
hereunto affixed in the)
presence of:)

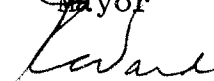


Mayor)


Clerk)

The Corporate Seal of THE)
CORPORATION OF THE DISTRICT OF)
BURNABY was hereunto affixed)
in the presence of:)



Mayor)


DEPUTY Clerk)

CITY OF PORT MOODY

and

THE CORPORATION OF THE DISTRICT
OF BURNABY

A G R E E M E N T

DATED:

1968