

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7650

A BY-LAW to authorize and ratify an agreement dated the day of , 1981 to amend an agreement dated the 15th day of November 1968 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, 1981".
2. The Council of The Corporation of the District of Burnaby is hereby authorized and empowered to enter into an agreement (hereinafter called the "said agreement", a copy of which is attached hereto and lettered 'A') with The City of Port Moody to amend an agreement between the aforesaid parties dated the 15th day of November 1968 for the joint control, management, operation, maintenance and development of the Rocky Point Boat Ramp Site.
3. The Council of The Corporation of the District of Burnaby hereby ratifies the said agreement.

Read a first time this 25th day of MAY , 1981

Read a second time this 25th day of MAY , 1981

Read a third time this 25th day of MAY , 1981

Received the approval of the Minister of Municipal Affairs this day of , 1981.

Reconsidered and adopted by an affirmative vote of at least two-thirds of all the members of Council this 1ST day of JUNE , 1981.

Terminated - See Item 5, M/R No. 9, 1984 -
COUNCIL 1984 FEBRUARY 06 -
MINUTES PAGE 17.
SHOULD HAVE HAD MINISTER
APPROVAL AFTER THIRD AND
2/3 ON FINAL.

M A Y O R

C L E R K

THIS AGREEMENT made the day of , 1981.

BETWEEN:

THE CITY OF PORT MOODY
(a municipal corporation having offices at
2425 St. John Street, Port Moody, B.C.,
hereinafter called "the City").

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF BURNABY
(a municipal corporation having offices at
4949 Canada Way, Burnaby, B.C.,
hereinafter called "the Corporation").

OF THE SECOND PART

WHEREAS on the 15th day of November, 1968, the parties hereto entered into an agreement (herein called the "Original Agreement"), a copy of which is hereto annexed, marked 'A', for the joint control, management, operation, maintenance and development of the area therein and herein referred to as the "Ramp Site", more particularly described as follows:

Lot 4 of Tidal lands covered by water (Sketch 75962-E) fronting on Lot 201, Group 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 201, Burrard Inlet and set out in National Harbours Board Lease Number V-1550, all shown outlined in red on the sketch attached to the original agreement and situated within the City;

AND WHEREAS the parties now desire to amend the original agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, the parties hereto agree to amend the original agreement as follows:

1. Amend clause 1 by striking out the words "or the members of the Port Moody Parks and Recreation Commission" where they appear therein.

2. Amend clause 4 by striking out the words "or from the members of the Port Moody Parks and Recreation Commission" where they appear therein.

3. Amend clause 6 by striking out the words "or from the members of the Port Moody Parks and Recreation Commission" where they appear therein.

4. Strike out clauses 10 and 11 and substitute therefor the following clauses:

"10. (1) The Committee shall on or before the first day of November in each year submit to the Council of the City and the Burnaby Commission, a provisional estimate of revenue and expenditures for

(a) operating purposes, and

(b) development purposes

for the year commencing on the first day of January next following; and shall at its first meeting in each year prepare a final estimate for that year and shall submit it to the Council of the City and the Burnaby Commission for their review.

(2) The Council of the City and the Council of the Corporation shall review the estimates submitted by the Committee, and a budget for the Committee that has received the approval of both Councils shall be included in the annual budget for the City.

11. All revenues received from the operation of the Ramp Site and all expenses incurred in respect thereof under this Agreement shall be shared equally by the City and the Corporation; and it is mutually agreed that:

- (a) the Corporation will pay to the City an amount equal to one-half the deficit incurred in any year when the expenses exceed the revenue hereunder, and
- (b) the City will pay to the Corporation an amount equal to one-half the surplus in any year when the revenue exceeds the expenses hereunder."

5. Amend clause 13 by striking out the words "of the other" where they appear therein.

6. Strike out clause 15 and substitute therefor the following:

"15. 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 are eligible to submit bids."

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:

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

Municipal Clerk-Authorized
Signatory

DATED: 1981

THE CITY OF PORT MOODY

AND

THE CORPORATION OF THE
DISTRICT OF BURNABY

A G R E E M E N T

Legal Department,
The Corporation of the
District of Burnaby,
4949 Canada Way,
Burnaby, B. C.
V5G 1M2