

15. Rezoning Reference #20/71
The No. 92' of lot 2A, Blks. 2-4
inclusive, D.L. 28, Plan 2162

Council gave the above rezoning First and Second Readings at its June 28, 1971 meeting. However, the proposal has generated considerable opposition from the neighbouring residents on the north side of Wedgewood, in particular because of its expected effect on traffic volumes on this street which serves a dual function as a residential street and an access to the rear of the commercial properties fronting on Edmonds. However, the subject rezoning has become the catalyst for the airing and subsequent discussion of a number of larger problems in this general neighbourhood, in particular, the functioning and appearance of the businesses fronting on Edmonds Street as well as a real traffic problem on Edmonds. To this end the Planning Department feels that the larger problems of the neighbourhood have tended to hide the basic issues related to the subject rezoning.

As a consequence of the above, considerable uncertainty has been expressed by the developer as to Council's eventual intentions with regard to this rezoning application. The Planning Department feels that it would now be appropriate to recommend that the By-Law be forwarded to Council for Third Reading in order that Council's feelings may be better known before the applicant goes to any additional expense in fulfilling the prerequisites to the rezoning.

The Planning Department comments as follows on the petition and the submission by Mr. Warne of September 1, 1971 which was considered by Council on September 7 and tabled until a report was received from the Traffic Safety Committee which was subsequently adopted on September 13:

- " 1. The Planning Department would agree with the residents contention that a traffic problem does exist in this area. It is the Department's opinion that the critical problem for Wedgewood Street is peak-hour traffic using Wedgewood as an alternative to the Canada Way and Edmonds intersection. As a result of points raised in connection by the residents of this area, a study of the situation was undertaken by the Traffic Safety Committee. The group reported that a problem indeed existed and considered a number of alternatives to relieve the situation. The Committee ultimately recommended that a median be installed on the centre line of Canada Way so as to restrict access to Wedgewood Street and that the B. C. Department of Highways be approached regarding the possibility of installing such a median. It was the Committee's opinion and the Planning Department concurs that this proposal was the only means whereby the traffic situation on Wedgewood Street could be alleviated without having a detrimental effect on other areas of the neighbourhood.
2. The Department would admit that the proposed development would likely increase traffic volumes on Wedgewood. However, as noted in our report of August 9, 1971, the effects would be minimal and that the alternative of access being provided by a driveway from Edmonds would not be desirable in view of the limited width of the lot and the limited distance to the Canada Way intersection.

Continued.....

15. Re: Rezoning Reference #20/71 (Cont'd)

3. The petitioners are correct in saying that this lot is below the By-Law requirement for a C2 Community Commercial District lot. However, as noted in our report of July 29, 1971 the front 125' of the subject property is already zoned C2 and has the status of a legal non-conforming C2 lot. The effect of the application would be to bring the lot closer to the area requirements of the current C2 By-Law.
4. Finally the Department would reiterate its view that the subject rezoning would have a beneficial effect on the area by revitalizing commercial development on Edmonds. Furthermore, it is the Department's opinion that a medical-dental office building is a use which can be made compatible with surrounding residential development through adequate development control particularly as relates to architectural finishes, landscaping and screening.

In summary, the Department would recommend that the subject rezoning be forwarded to Council for Third Reading, Fourth Reading to follow once all of the prerequisites have been satisfied."

RECOMMENDATION:

THAT the rezoning be given Third Reading.

16. Re: Agreement with Canada, Province, New Westminster and Summer Games Society.

Attached is a copy of the Agreement that had been prepared by Ottawa for signing with respect to the 1973 Canada Summer Games. This is the second draft of the Agreement. Some changes were made as a result of consultation with Mr. D. Veitch of the Society, the Municipal Solicitor and Manager for Burnaby, Mr. Croft acting for the Society as Solicitor, and Mr. D. Manning, City Administrator of New Westminster.

The new Agreement has been reviewed by Hean, Wylie & Company, Solicitors for the Society, and by the Municipal Solicitor. The Society seems to be prepared to sign the Agreement in its present form. The Municipal Solicitor feels that the following clause 10A should be added:

"10A. Any payment made by New Westminster or Burnaby under a contract with a third party for facilities for the Games shall be deemed to have been made on account of the contributions provided for in this agreement."

If this clause is added, it would appear that it would be in order for Burnaby to sign the Agreement after it has been signed by the Society.

The Municipal Solicitor also points out emphatically the agreement between Burnaby and the Society (copy attached) should be signed by the Society before the Municipality signs the "master" agreement.

The "master" agreement commits Burnaby, among other things, to pay 50% of any net capital costs over the \$1,620,000 Capital Budget (see Clause 9(2) Page 6). Normally, Burnaby's share would be 1/6 of the total Capital Cost (See Clause 9(1) Page 6).

The "master" agreement commits the Society to cover any over expenditure on the Operating Budget (see Clause 6 Page 4).

Ottawa is hopeful of having the Agreement signed by Burnaby early in the week of September 20, 1971. No funds will be forthcoming until Ottawa receives a fully executed agreement.

RECOMMENDATION:

THAT the Mayor be authorized to execute the Agreement on behalf of the Municipality provided that:

- (a) Clause 10A is added as recommended by the Solicitor;
- (b) The Society sign the Agreement before the Municipality.
- (c) The Society first signs the sub-agreement between Burnaby and The Society which is dated May 3, 1971.

MEMORANDUM OF AGREEMENT MADE THE

day of 1971

BETWEEN:

THE GOVERNMENT OF CANADA
hereinafter called "Canada",

OF THE FIRST PART,

AND

THE GOVERNMENT OF THE PROVINCE
OF BRITISH COLUMBIA, hereinafter
called "British Columbia",

OF THE SECOND PART,

AND

THE CORPORATION OF THE DISTRICT
OF BURNABY, BRITISH COLUMBIA,
hereinafter called "Burnaby",

OF THE THIRD PART,

AND

THE CORPORATION OF THE CITY OF
NEW WESTMINSTER, BRITISH COLUMBIA,
hereinafter called "New Westminster",

OF THE FOURTH PART,

AND

THE 1973 CANADA SUMMER GAMES SOCIETY,
NEW WESTMINSTER-BURNABY, a body
corporate duly incorporated under
the Societies Act of British Columbia,
and having its registered office in
the City of New Westminster, British
Columbia, hereinafter called
"the Society",

OF THE FIFTH PART,

WHEREAS the Canada Games Council
recommended the continuation of the Canada Games to be held in varying
locations in Canada, alternating between Summer and Winter programs every
year, and the Minister of National Health and Welfare agreed that the
next Canada Summer Games be held in 1973;

AND WHEREAS New Westminster and
Burnaby submitted a joint request that they be permitted to act with
Canada and British Columbia as joint hosts of the Canada Summer Games
in 1973;

AND WHEREAS The Canadian Amateur
Sports Federation on behalf of the Canada Games Council surveyed
various sites across Canada and agreed that New Westminster and Burnaby
be selected as the site for the Canada Summer Games in 1973;

AND WHEREAS it appears expedient and the parties hereto have agreed that the Second Canada Summer Games, hereinafter called "the Games", be held at the Cities of New Westminster and Burnaby, as it then will be, British Columbia during the summer of 1973 and that the costs involved be shared between the parties hereto, in the manner hereinafter set forth;

AND WHEREAS the Society has been incorporated for the purpose of organizing, conducting and managing the Games on behalf of Canada, British Columbia, New Westminster and Burnaby;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto hereby agree each with the other as follows:

1. Forthwith after the execution of this Agreement, each of the parties hereto shall nominate and appoint one member to represent it as a member of the 1973 Canada Summer Games Co-ordinating Committee, hereinafter called "the Committee", which shall correlate the work of the parties hereto and provide liaison between the Society and each of the other parties hereto, in accordance with the rules of procedure agreed upon by Canada, British Columbia, New Westminster and Burnaby.
2. The Society undertakes and agrees:
 - 1) to promote, organize, manage and conduct the Games in accordance with the rules, regulations and standards established by the Canada Games Council, a copy of which is annexed hereto as Schedule "C", as they relate to the 1973 Canada Summer Games;
 - 2) in so promoting, organizing, managing and conducting the Games, and subject to paragraph 2.3 of this Agreement, to limit its activities and expenditures related thereto in accordance with the provision of the budget prepared for this purpose and approved by the parties hereto; and at all times identify Canada's participation therein;
 - 3) in order to ensure that adequate financial resources will be available over and above funds to be provided by Canada, British Columbia, New Westminster and Burnaby as set out herein, to raise funds from private sources and other means in addition to revenues as defined in this Agreement, it being understood and agreed between the parties hereto that such funds shall be applied at the sole discretion of the Society for the purposes of improving the quality of the Games.

3.

- 1) Within thirty (30) days after the signing of this Agreement, the Society shall submit to the Committee a detailed statement containing an estimate of the Society's net financial requirements for operating and capital expenses required for the fiscal year ending 31 March, 1972 indicating therein the provision made and anticipated with respect to revenues in that year;
- 2) Not later than thirty (30) days after the end of the fiscal year ending 31 March, 1972 or as soon thereafter as may be possible, the Society shall submit to the Committee a detailed statement containing an estimate of the Society's financial requirements for the fiscal year ending 31 March, 1973, indicating therein the provision made and anticipated with respect to revenues in that year;
- 3) Not later than thirty (30) days after the end of the fiscal year ending 31 March, 1973 or as soon thereafter as may be possible, the Society shall submit to the Committee a detailed statement containing an estimate of the Society's financial requirements for the fiscal year ending 31 March, 1974, indicating therein the provision made and anticipated with respect to revenues in that year;
- 4) the Society shall submit to the Committee from time to time as may be required in each of the said fiscal years, details of any changes or alterations in the estimated financial requirements referred to in this Clause 3.

4.

- 1) The Committee, upon receipt of any statement, estimate or details mentioned in Clause 3, shall consider the same and make specific recommendations in respect thereof to Canada, British Columbia, New Westminster and Burnaby and indicate in connection therewith which proposed expenditures are of a capital nature and which are, on the other hand, to be considered as operating expenses;
- 2) within thirty (30) days after the receipt of such recommendations, Canada, British Columbia, New Westminster and Burnaby, shall determine which of the recommendations or parts thereof are acceptable and inform the Committee of this determination;

3) Subject to paragraph 2.3 of this Agreement the Society shall incur liabilities or make payments only in accordance with the unanimous determination of Canada, British Columbia, New Westminister and Burnaby pursuant to sub-clause 2).

5.

1) The Society shall maintain an accounting system in accordance with good accounting practices and make available, at all convenient times, to the auditors of Canada, British Columbia, New Westminister and Burnaby documents relating to its financial affairs and shall provide them with all information required for the purpose of audit;

2) Canada, British Columbia, New Westminister and Burnaby may, jointly or otherwise, make quarterly or other audits of the accounting records of the Society;

3) The Society shall submit to the Committee,

a) within sixty (60) days after the end of the fiscal year ending 31 March, 1972 and 31 March, 1973, a financial statement of the affairs of the Society for these fiscal years, including a statement of receipts and expenditures certified by the auditors of the Society, and

b) within thirty (30) days after the end of each quarter of each of the fiscal years ending 31 March, 1972 and 31 March, 1973, and of the first quarter of the fiscal year ending 31 March, 1974, a similar financial statement in respect of that quarter, together with a Progress Report of the activities of the Society for that quarter,

c) within three (3) months after the conclusion of the Games, a final audited accounting in sufficient detail to establish the total amount of the operating expenses and receipts and the net capital costs of the Games.

6.

1) Subject to the provisions hereof and to funds being made available therefor, and to the submission of satisfactory Progress Reports pursuant to Clause 5, Canada will within thirty (30) days of the acceptance of each recommendation of the Committee in respect of operating expenses, make contributions to the Society not in excess of the estimated expenses of the Society in respect thereof, provided that in no event shall the contributions so made by Canada exceed in the aggregate:

- a) for accommodation and normal living expenses in New Westminster and Burnaby of approved team personnel and officials in accordance with Schedule "A" to this Agreement, the actual costs up to \$235,000 based on a total of 18,090 man/days at a per diem rate not to exceed \$12.50. Provided that in the event that the estimated man/days as per Schedule "A" are exceeded as a result of Provincial or Territorial teams participating in sport events in which they are presently not included in Schedule "A", the resultant costs will be the responsibility of Canada;
 - b) for purposes of administration, publicity, information and press-relations ceremonial events, protocol, attendance control and security, the acquisition of necessary sports equipment, and the operation of required sport facilities during the Games, the actual net operating expenses incurred by the Society in respect of each of the main items numbers 3 to 7 inclusive in the attached Schedule "B" to this Agreement, but not in excess of the maximum amount indicated contribution in respect of all said items does not exceed \$454,650.
- 2)
- a) For the purposes of sub-clause 6) 1) b), "net operating expenses" mean operating costs incurred by the Society in the organization and staging of the Games pursuant to this Agreement less \$150,000 in revenues to be raised by the Society;
 - b) if the revenues raised by the Society exceed the \$150,000 provided for under sub-clause 6) 2) a), the first \$50,000 of such excess shall be applied against the approved operating budget in order to reduce the contribution by Canada therein and any revenues in excess of \$200,000 shall be applied against the approved capital budget in order to reduce the contributions by Canada, New Westminster and Burnaby to the extent of one-third (1/3) each respectively.
7. For the purpose of this Agreement "revenues" mean all funds raised by the Society from gate admissions.

8. The Society will wind up in accordance with the conditions of its constitution and bylaws no later than 31 March, 1974.

9.
 - 1) Subject to the provisions hereof and to funds being made available therefor, Canada, British Columbia, New Westminister and Burnaby shall, within thirty (30) days of the acceptance of each recommendation of the Committee in respect of net capital costs, make contributions to the Society in the following respective proportions during the life of this Agreement namely Canada one-third (1/3), British Columbia one-third (1/3), New Westminister one-sixth (1/6) and Burnaby one-sixth (1/6), provided that in no event shall the respective contribution by Canada or British Columbia pursuant to this Clause, exceed in the aggregate the sum of \$540,000;
 - 2) if the aggregate amount of the net capital costs of the Society exceeds \$1,620,000 New Westminister and Burnaby jointly shall be each responsible for fifty (50) per cent of the balance of any funds required for this purpose.
 - 3) for the purposes of this Clause, "net capital cost" means capital costs incurred by the Society in accordance with estimates of capital costs accepted pursuant to sub-clause 2) of Clause 4 of this Agreement;
 - 4) should the aggregate of the contributions made pursuant to this Agreement in respect of capital costs by Canada, British Columbia, New Westminister and Burnaby exceed the net capital costs, the Society shall forthwith repay to Canada, British Columbia and New Westminister-Burnaby respectively, an amount that bears the same ratio to such excess as the total of the contributions made by each of the said parties therefor bears to the said aggregate of the contributions made in respect of capital costs.

10. Any contributions made by Canada, British Columbia, New Westminister or Burnaby to the Society prior to the execution of this Agreement, shall be deemed to have been made on account of the contributions provided for in this Agreement.

11.

- 1) Canada, British Columbia, New Westminster and Burnaby will make available to the Society such existing lands, buildings, fixtures and facilities as may be mutually agreed upon with the Society and the Society may enter into lease agreements with Canada, British Columbia, New Westminster and Burnaby for the use of such lands, buildings, fixtures and facilities at a cost not to exceed out-of-pocket operating expenses but not to include depreciation or interest;
 - 2) Ownership of the title to the lands, buildings, fixtures and facilities made available pursuant to sub-clause 1) shall remain in the party making available such lands, buildings, fixtures and facilities, and the Society will not assign, transfer or sublet the said lands or buildings, fixtures and facilities or any part thereof or any rights or privileges conferred in this agreement nor make any improvements or changes thereto without the consent in writing of the respective owner;
 - 3) The Society shall maintain all property made available to it or entrusted to its care in good condition and return it in this condition free and clear of all encumbrances, except those existing at the time such property was made available to the Society, to the parties having and retaining title thereto, upon completion of the Games;
 - 4) All permanent facilities constructed or permanent improvements made by the Society for the purpose of the Games shall after the conclusion of the Games revert to the party retaining ownership of and title to the lands, buildings and fixtures on or to which such facilities or improvements were constructed or made;
 - 5) All salvageable assets of the Society shall be liquidated within three months after the end of the Games in a manner agreed upon by Canada, British Columbia, New Westminster and Burnaby and the funds so realized shall be considered to be revenues.
12. Subject to the provisions hereof and to funds being made available therefor, Canada will assume directly the costs of transporting the approved team personnel and officials and necessary equipment in accordance with Schedule "A" to this Agreement and any modification thereto pursuant to clause 6) 1) a), to and from New Westminster or Burnaby through a contract to be negotiated with Canadian Air Carriers and estimated not to exceed \$620,000.
13. Notwithstanding anything herein contained, the Society undertakes that before entering into any contract for the construction of any facility or for the provision of any goods or services in respect of which the estimated expenditures exceeds \$1,000, quotations or tenders will be called therefor from all convenient sources of supply

and unless the tenders are received from more than one source of supply and the lowest tender is accepted, approval by the Committee shall first be obtained; and it is understood and agreed that the obligations of Canada, British Columbia, New Westminster and Burnaby under this Agreement shall be conditional upon the observance by the Society of the provisions of this clause.

14. The Society agrees that Canada, British Columbia, New Westminster and Burnaby shall not be liable to the Society or to any other person for any claim, demand, damages or rights or causes of action, whatsoever, arising out of or incidental to, or in any manner connected with, directly or indirectly out of any works constructed or operated by the Society pursuant to this Agreement or caused by or resulting from or incidental to the use and occupancy of the said lands, buildings, fixtures and facilities and the Society further agrees to keep harmless and to indemnify the parties to this Agreement against any and all claims, liabilities, demands, damages, or rights or causes of action whatever made or asserted by anyone arising out of or incidental to this Agreement or the use of occupancy of the said lands, buildings, fixtures and facilities.
15. No television or radio broadcasting of the Games shall be conducted or arranged for except by or with the approval of Canada, and no official film production, official still photography, or commercial advertising shall be conducted until the approval of Canada has been obtained therefor, and the Society can authorize commercial use of the Games symbol only in conformity with the guidelines issued by Canada.
16. All ceremonial procedures and proceedings and protocol in relation to the Games shall be subject to the prior approval of the hosts namely, Canada, British Columbia, New Westminster and Burnaby upon the recommendation of the Co-ordinating Committee.
17. All contractual or other arrangements for the transportation and accommodation of the Team personnel shall be subject to the prior approval of Canada.
18. The Society will make provision at all times during the life of this Agreement for equal representation on behalf of Canada, British Columbia, New Westminster and Burnaby on the Board of Directors of the Society and it is understood and agreed that the obligations of Canada, British Columbia, New Westminster and Burnaby under this Agreement shall be conditional upon the observance by the Society of the provisions of this Clause.

- 19. Notwithstanding anything contained therein the Society undertakes in relation to its activities to identify at all appropriate times the participation of Canada and/or as the case may be that of British Columbia, New Westminister and Burnaby.
- 20. No member of the Parliament of Canada, the Legislature of the Province of British Columbia, of the Council of the Cities of New Westminister and Burnaby or member or officer of the Society, shall be admitted to any financial share or benefit arising out of this Agreement or out of any activity connected with the conduct of the Games.
- 21. The term of this Agreement shall be from the date of execution hereof until the date of winding up of the Society.

IN WITNESS WHEREOF THIS AGREEMENT

has been executed on behalf of Canada by the Minister of National Health and Welfare for Canada, on behalf of British Columbia by the Minister of Travel Industry, British Columbia, on behalf of the City of New Westminister by the Mayor of New Westminister, on behalf of the District of Burnaby by the Mayor of Burnaby, on behalf of the Society by the President thereof, all duly authorized in this regard, as of the day and year first above written.

(Witness)

Minister of National Health
and Welfare for Canada

(Witness)

Minister of Travel Industry for
British Columbia

(Witness)

Mayor, The Corporation of the
District of Burnaby

(Witness)

Mayor, The Corporation of the
City of New Westminister

(Witness)

President, The Canada Summer Games
Society, New Westminister-Burnaby,
1973

1973 CANADA GAMES - NEW WESTMINSTER & BURNABY, B.C.

SCHEDULE OF SPORTS AND ESTIMATED PARTICIPATION

ACTIVITY	ATHLETES		MANAGER /COACH	ESTIMATED TEAMS	NO. OF DAYS	ESTIMATED MAN/DAYS
	MALE	FEMALE				
Baseball	17		2	10	8	1520
Canoeing	9	5	1	8	5	600
Cycling	4		1	9	4	180
Diving	3	3	2	8.5	5	340
Field Hockey - Women		15	2	10	7	1190
Lacrosse	17		2	10	7	1330
Lawn Bowling	7		1	10	5	400
Lawn Tennis	4	4	1	12	8	864
Rowing	14		2	7	5	560
Shooting Rifle	3	1	1	12	4	240
Softball - Women		15	2	12	8	1632
Soccer	17		2	12	8	1824
Swimming	10	10	3	12	6	1656
Track and Field	29	16	4	12	5	2940
Water Polo	12		2	8	6	672
Water Skiing	3	3	1	9	6	378
Provincial Missions			6	12	12	864
	149	72	35			17190

FILED IN
MANAGER'S REPORT NO. 59
COUNCIL MEETING SEPT. 20/71

ESTIMATED ACCOMMODATION AND LIVING EXPENSES.

Athletes and Team Officials	17,190 man/days @ \$12.50 per day	\$214,875
Games Officials - technical	900 man/days @ \$12.50 per day	11,250
Games Personnel (meals)		<u>8,000</u>
		<u>\$234,125</u>

ITEM 10
MANAGER'S REPORT NO. 59
COUNCIL MEETING Sept. 20/71

SCHEDULE "E"

ITEM 16
MANAGER'S REPORT NO. 59
COUNCIL MEETING Sept. 20/71

APPROVED BUDGET - 1973 CANADA SUMMER GAMES

NEW WESTMINSTER - BURNABY, BRITISH COLUMBIA

OPERATING BUDGET

Federal

1. Transportation of approved team personnel and officials to and from New Westminster or Burnaby (direct responsibility of Federal Government)	<u>\$620,000</u>
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Society

2. Accommodation and/or living expenses of approved team personnel and officials in New Westminster/Burnaby	<u>\$235,000</u>
3. Administration	\$319,150
4. Public Relations, Publicity and Information	107,000
5. Ceremonial, ticket control and security	88,500
6. Sports equipment	60,000
7. Operation of facilities during Games	<u>30,000</u>
	\$604,650
Less Revenues	<u>150,000</u>
Total Maximum Operating Budget	<u>\$454,650</u>

CAPITAL BUDGET

1. Burnaby Lake - Dredging	\$350,000
- Stadium, storage and course facilities	200,000
2. Burnaby Swangard Stadium	
- All-purpose track and facilities	90,000
3. New Westminster - Olympic - 50 metre pool	750,000*
4. Moody Park - Lighting	60,000
5. Queens Park and Queens Park Arena - Lighting	90,000
6. Miscellaneous Improvements	35,000
7. Bleacher construction	<u>45,000</u>
Total Maximum Capital Budget	<u>\$1,620,000</u>

SOURCES OF FUNDS

Government of Canada	\$540,000
Province of British Columbia	540,000
Municipality of Burnaby	270,000
City of New Westminster	<u>270,000</u>
	<u>\$1,620,000</u>

(Plus other sources to be solicited)

* Balance to be financed by the community

THIS AGREEMENT made in duplicate the 3rd day of May, 1971.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,
(hereinafter called the "Corporation")

AND:

1973 CANADA SUMMER GAMES SOCIETY,
NEW WESTMINSTER - BURNABY
(hereinafter called the "Society")

WHEREAS the Society desires to use a portion of Burnaby Lake for a rowing course.

AND WHEREAS the Society desires to have a portion of said Burnaby Lake dredged for said rowing course.

AND WHEREAS the Society has requested and the Corporation has agreed to enter into an engineering contract and a dredging contract pertaining to the dredging of said Burnaby Lake and the disposal of dredged material therefrom.

AND WHEREAS the Corporation has entered into an engineering contract with Associated Engineering Services Ltd. and a dredging contract with Sceptre Dredging Ltd. pertaining to the dredging of said Burnaby Lake and the disposal of dredged material therefrom.

AND WHEREAS the Greater Vancouver Sewerage & Drainage District has agreed to allow the Corporation to discharge dredged material from said Burnaby Lake into its sewerage system.

AND WHEREAS the Corporation has agreed to reimburse the Greater Vancouver Sewerage & Drainage District for any costs the said Drainage District may be put to as a result of the use of its sewerage system for the disposal of dredged material from said Burnaby Lake.

AND WHEREAS the Society has agreed to reimburse the Corporation for all costs incurred by the Corporation (including Corporation charges) as a result of the dredging of said Burnaby Lake and the disposal of dredged material therefrom and including all costs of engineering and other professional services, all costs of dredging and disposal and all costs paid to the Greater Vancouver Sewerage & Drainage District.

NOW THEREFORE the Society and the Corporation for the considerations hereinafter named, agree as follows:

ARTICLE 1. The Society agrees to reimburse the Corporation for all costs incurred by the Corporation (including Corporation charges) as a result of the dredging of said Burnaby Lake and the disposal of dredged material therefrom and including all costs of engineering and other professional services, all costs of dredging and disposal and all costs paid to the Greater Vancouver Sewerage & Drainage District.

ARTICLE 2. The Society will at all times indemnify the Corporation against any loss, liability or damage which the Corporation may suffer, be at, or be put to as a result or by reason of any damage, injury or death caused to any person or damage or injury to any property arising in any manner whatsoever out of the Corporation's dredging of said Burnaby Lake and disposing of dredged material therefrom.

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

THE CORPORATE SEAL OF THE SOCIETY
WAS HEREUNTO AFFIXED IN THE
PRESENCE OF:

THE CORPORATE SEAL OF THE
CORPORATION WAS HEREUNTO AFFIXED
IN THE PRESENCE OF:

