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RE: DEER LAKE BOAT RENTAL CONCESSION

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Following is a report from the Assistant Administrator for Recreation on the above subject.

RECOMMENDATIONS:

1. THAT Section 1 of the agreement between The Corporation of the District of Burnaby and Shirley Fisher be amended to read:
  - a. The Corporation, in consideration of the sum of \$500.00 per year etc.
  - b. That the agreement be renewed for a further period of three years terminating 1982 May 31.
2. THAT the Commission so recommend to Council.

\* \* \* \* \*

1979 FEBRUARY 28

TO: ADMINISTRATOR  
FROM: ASSISTANT ADMINISTRATOR - RECREATION  
SUBJECT: DEER LAKE BOAT RENTAL CONCESSION

BACKGROUND:

On 1976 June 01 the Corporation entered into an agreement with Shirley Fisher to operate a boat rental service at Deer Lake Park for 3 years terminating on 1979 May 31. At that time the agreement stated a minimum of 13 boats of a type or design suitable for rental purposes would be provided.

The craft available in 1976 were:

- 3 canoes
- 3 row boats
- 1 sail boat
- 2 kyaks
- 4 cycle boats

Provision was also made for the storage of boats in the existing boat storage area.

CURRENT SITUATION:

Aquatic staff have completed an analysis of the operation of the boat concession. Staff are in agreement the boat concession should be continued as it provides a much used public service to the users of the lake. Sixty-five to seventy percent of the boats in use on the lake belong to the concession which is operated the following hours:

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- a) from the long weekend in May and every weekend to July 01, weather permitting, from 11:00h to 21:00h
- b) from July 01 to Labour Day, weather conditions permitting, daily from 11:00h to 21:00h

Since 1976 the number of craft available to the public has been increased and includes the following with rental rates indicated -

2 row boats	\$ 3.00 per hour
11 canoes	3.00 per hour
12 kayaks	2.00 per hour
6 sail boats	5.00 per hour (small)
	10.00 per hour (large)
6 cycle boats	2.00 per hour - child cycle boat
	5.00 per hour - adult cycle boat

Staff have also looked into the possibility of revenue for storage and use of the area at Deer Lake. The \$1.00 presently paid for the privilege of operating the boat rental concession in light of the gross revenue received from the rental craft - \$10,535 - does not seem to be sufficient.

The present boat storage area at Deer Lake used by Shirley Fisher is approximately 1,012 sq. ft. Investigation of current dry storage costs indicate rates \$1.50 to \$2.25 per month per foot of boat. Warehouse space is running about \$180.00 to \$200.00 per month for the equivalent square footage. Staff feel the rates quoted above would be excessive for the type of storage available. A rate of \$500.00 per year would adequately compensate Burnaby for the use of this space.

RECOMMENDATIONS:

THAT Section 1 of the agreement between The Corporation of the District of Burnaby and Shirley Fisher be amended to read:

- a) The Corporation, in consideration of the sum of \$500.00 per year etc.
- b) That the agreement be renewed for a further period of three years terminating 1982 MAY 31.

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THIS AGREEMENT made this 1st day of June, 1976.

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BETWEEN:

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

OF THE FIRST PART

A N D:

SHIRLEY FISHER, of 4295 Sophia Street, in  
the City of Vancouver, in the Province of  
British Columbia

(hereinafter called "the Licensee")

OF THE SECOND PART

WHEREAS the Corporation operates the Deer Lake Park  
in the vicinity of Deer Lake in the Municipality of Burnaby,  
Province of British Columbia.

AND WHEREAS the Licensee is desirous of operating  
a boat rental service at Deer Lake Park.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Corporation, in consideration of the sum of One  
(\$1.00) Dollar now paid to the Corporation by the Licensee  
(the receipt of which is hereby acknowledged) and the covenants  
of the Licensee herein contained, hereby grants unto the  
Licensee the license, permission and privilege to conduct and  
operate a boat rental concession (hereinafter called "the said  
concession") in the said Deer Lake Park for a term of three  
years terminating on the 31st day of May, 1979.

2. For the purpose of operating the said concession  
the Corporation further grants to the Licensee the license,  
permission and privilege to have access to and use such portion  
of municipally owned lands within the Deer Lake Park as may be  
required for the purpose of storage of boats.

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3. The Licensee covenants and agrees with the Corporation:

(a) To operate the said concession yearly as follows:

- (i) From the May 24th weekend and every weekend thereafter to July 1st, weather conditions permitting, from 11:00 A.M. to 9:00 P.M.
- (ii) From July 1st to Labour Day, weather conditions permitting, daily from 11:00 A.M. to 9:00 P.M.

The Licensee shall not rent or permit to be rented any boats after dark.

(b) To provide the Corporation with a statement in writing showing the financial status of the said concession at the end of each year's operation.

(c) To provide for rental a minimum of thirteen boats of a type or design suitable for rental purposes and adequately equipped in conformity with standard safety regulations for rental boats as follows:

- 3 canoes
- 3 row boats
- 1 sail boat
- 2 kyaks
- 4 cycle floats

(d) To provide adequate staff to operate the said concession at all hours so as to ensure that the said boats are not unattended at any time except when the same are locked or fastened.

(e) To charge hourly rental rates comparable to the rates set for similar rentals in adjacent municipalities.

(f) Except as herein provided to pay all charges relating to the operation of the said concession including wages for employees, unemployment insurance and Workers' Compensation.

(g) To abide by all by-laws, regulations and requirements of the Corporation or any other competent authority pertaining to the operation of the said concession, and in

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particular without limiting the generality of the foregoing,  
to observe and abide by all laws and regulations of water safety **139**  
as prescribed by the Parks and Recreation Administration of the  
Corporation.

(h) To keep the said concession clean and in good repair,  
reasonable wear and tear and damage by fire, lightning and tempest  
excepted, and to keep the area in the immediate vicinity of the  
said concession free and clear from all paper, refuse and debris.

(i) To assume all risk of injury (including death) to  
any person and damage to any property whatsoever in any way  
arising out of or in connection with the operation of the said  
concession or anything done or omitted to be done by the Licensee,  
its servants, employees or agents.

(j) To be responsible for and indemnify and save harmless  
the Corporation from and against all claims and demands, loss,  
costs, damages, actions, suits or other proceedings by whomsoever  
suffered, made, brought or prosecuted and howsoever caused, in  
any manner based upon, occasioned by or attributable to the  
execution or performance of these presents, or any action taken  
or thing done or maintained by virtue or in consequence hereof  
or omitted to be so taken, done or maintained, or the exercise  
or purported exercise in any manner of rights arising hereunder.

(k) To obtain and maintain in force during the currency  
of this Agreement in an Insurance Company and in a policy of  
insurance acceptable to and approved in writing by the Corporation  
Comprehensive General Liability Insurance and property damage  
insurance, including non-owned automobile insurance coverage,  
providing coverage up to \$500,000.00 all inclusive, insuring  
the Licensee against liability for bodily injury or death or  
damage to property on an all risk occurrence basis, and against

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liability to the Corporation under the indemnity clause contained in paragraph 3(j) hereof. The insurance shall include as additional insured the Corporation and all servants, employees or agents of the Licensee while acting in the scope of their duties as such. The limits of liability shall not be less than the following:

- |   |              |   |
|---|--------------|---|
| (i) Bodily Injury Liability                 | \$500,000.00 | each occurrence                                 |
|   | 500,000.00   | aggregate products and/or completed operations  |
| Property Damage Liability                   | 500,000.00   | each occurrence                                 |
|   | 500,000.00   | aggregate products and/or completed operations. |
| Non-owned Automobile Liability Insurance.   | 500,000.00   | any one accident                                |
| Bodily Injury and Property Damage Liability |              |   |

- (ii) A Cross Liability clause shall be made part of the Comprehensive General Liability insurance.

The policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days notice to the Corporation by Registered Mail. The Licensee shall forthwith file with the Corporation a copy of said insurance policy. Such insurance shall be maintained until final completion of this Agreement. Should the Licensee neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the Corporation, then it shall be lawful for the Corporation to obtain and/or maintain such insurance and the Licensee hereby appoints the Corporation his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Corporation for insurance premiums under the provisions of this clause shall be charged to the Licensee.

4. It is mutually understood and agreed by and between the parties hereto:

(a) That the Licensee shall be deemed to be an independent contractor and in no sense a servant, employee or agent of the Corporation and the Corporation shall in no manner be responsible for the debts and liabilities of the Licensee.

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of May in any year, the Corporation covenants and agrees that if the Licensee shall duly and regularly pay the sum set out in paragraph 1 hereof, and perform each and every of the terms, covenants and conditions herein contained on the part of the Licensee to be performed and observed, the Corporation shall at the expiration of the term hereby granted, and upon written request of the Licensee delivered not later than six months before the expiration of the said term, grant unto the Licensee a renewal license of the said concession for a further term of three (3) years upon the same terms, covenants and conditions as herein contained save and except as to this covenant for renewal and as to the sum set out in paragraph 1 hereof which shall be in an amount mutually agreed upon by the parties hereto at the time of such renewal license (if any) is granted, and failing agreement between the parties thereon, the same shall be settled by the Parks and Recreation Administrator of the Corporation.

(f) That whenever in this Agreement it is stipulated that anything shall be done or performed by either of the parties hereto it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party to do or perform the same.

(g) That 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 Corporation:

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

If given to the Licensee:

Shirley Fisher  
4295 Sophia Street  
Vancouver, B.C. V5V 3V6