

2001 May 24

**TO:** CITY MANAGER

**FROM:** DIRECTOR PARKS, RECREATION & CULTURAL SERVICES

**SUBJECT:** LICENCE BETWEEN CITY AND BURNABY LAKE RUGBY COMMITTEE TO OPERATE CLUBHOUSE AT BURNABY LAKE SPORTS COMPLEX-EAST

**PURPOSE:** To request Council's approval for a new licence with the Burnaby Lake Rugby Committee to operate the clubhouse portion of the field house at the Burnaby Lake Sports Complex-East, with terms and conditions as outlined in the attached report.

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**RECOMMENDATION:**

1. THAT approval be given for a new licence with the Burnaby Lake Rugby Committee to operate the clubhouse portion of the field house at the Burnaby Lake Sports Complex-East, with terms and conditions as outlined in the attached report.

**REPORT**

At its meeting of 2001 May 23, the Parks, Recreation and Culture Commission received the attached report and adopted the three recommendations contained therein.



Kate Friars  
DIRECTOR PARKS, RECREATION  
AND CULTURAL SERVICES

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Attachment

P:\data\council reports\PK-LICENCE BETWEEN CITY AND BURNABY LAKE RUGBY COMMITTEE

cc: Director Finance  
City Solicitor

**SUBJECT: LICENCE BETWEEN CITY AND BURNABY LAKE RUGBY COMMITTEE TO OPERATE CLUBHOUSE AT BURNABY LAKE SPORTS COMPLEX-EAST**

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**RECOMMENDATIONS:**

1. THAT approval be given for a new licence with the Burnaby Lake Rugby Committee to operate the clubhouse portion of the field house at the Burnaby Lake Sports Complex-East, with terms and conditions as outlined in the report.
2. THAT Council be requested to concur.
3. THAT a copy of this report be sent to Mr. Mike Suddaby, Chairperson of the Burnaby Lake Rugby Committee.

**REPORT**

**INTRODUCTION:**

In July 1980, the City entered into an agreement with the Burnaby Lake Rugby Committee for the construction of an addition to the field house at Burnaby Lake Sports Complex-East.

In September of 1982, the City entered into a licence agreement with the Burnaby Lake Rugby Committee, setting out operating conditions for the rugby clubhouse for a twenty year period. This agreement expires 2002 August 31. Although there is time yet within the current agreement, the Burnaby Lake Rugby Committee has requested that the approval process commence for a new agreement.

Throughout the tenure of the current agreement the Burnaby Lake Rugby Committee has been a valued and extremely supportive community partner. A contribution of \$15,000 in 1996 assisted with the construction of the playground at the east sports complex. Over a period of time, \$97,500 has been spent to improve/renovate the upstairs washrooms, the lounge area and the Mohawk Room (banquet room). Assuming a new agreement is approved, the Committee has future plans for continued improvements of the clubhouse facilities.

**TERMS AND CONDITIONS FOR NEW AGREEMENT:**

The following summarizes the changes which are proposed for inclusion in the new agreement. All have been discussed in detail with the Burnaby Lake Rugby Committee, who are in agreement.

1. Length of Term

- 5 years and one option to renew for a further 5 years
- to be effective 2001 July 01, replacing current agreement as of that date

2. Clause 4 (a)

- define “premises” as interior premises
- include Licensor’s responsibility for all janitorial, cleaning, and sanitary conditions of license area, as well as false alarm charges

3. Clause 4 (b)

- clarify that it is the responsibility of the Licensor to provide annually to the City a copy of the valid liquor license, food handling license and business license

4. New Clause

- City to be responsible for maintaining the exterior, roof, windows, graffiti removal, structural components, boilers, heating and ventilation systems, garbage removal, snow clearing and water and sewer charges.
- it is important to note that the City currently undertakes responsibility for the foregoing, therefore this addition is merely a clarification of current practice.

5. Interior Improvements

- to be sole responsibility of the Licensor. Again, this is a clarification of the current practice.
- approval to be granted by the Director for all improvements, with appropriate permits in place.
- all work to be completed in accordance with all legislation.

6. Insurance Requirements

- in accordance with current City standards.

7. Utilities

- the Licensor shall be responsible for 50% of the heat, electricity and hot water costs for the entire building (based on occupancy of 50% of the total building square footage), and will be invoiced monthly by the City for their share. Once again, this is clarification of current practice.

The new agreement will continue to ensure that:

1. All rates for rental of the premises will be approved by the Director.
2. All net income received from operation of the premises shall be used only to make improvements to the premises or to assist and encourage sports associated with the Burnaby Lake Sports Complex.
3. The Licensor will provide annually to the City a copy of it's membership list, operating statement and balance sheet duly certified by an auditor.
4. For permission to occupy and use the licensed premises, the Licensor shall pay to the City one (\$1) dollar per year.

**SUMMARY:**

The Burnaby Lake Rugby Committee continue to provide a valued service to the community, and are a valued supporter and community partner. It is recommended that the terms and conditions for a new licence to operate the clubhouse portion of the field house at the Burnaby Lake Sports Complex-East be approved as outlined in the report.

A copy of the existing agreement is provided separately in each Commissioner's package for reference.

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cc: Director Finance  
City Solicitor