



CITY OF RICHMOND

REPORT TO COUNCIL

TO: Richmond City Council
FROM: Councillor Harold Steves, Chair
Community Services Committee
DATE: June 7th, 2000
FILE: 1000-14-067
RE: STEVESTON HARBOUR AUTHORITY NET REPAIR AREA AGREEMENT

The Community Services Committee, at its meeting held on Wednesday, May 24th, 2000, considered the attached report, and recommends as follows:

COMMITTEE RECOMMENDATION

That a letter be written by the Mayor to the Steveston Harbour Authority, indicating that the City has no objection to the Steveston Harbour Authority relocating the perimeter fence at Paramount Pond 30 feet to the north to secure the net repair area.

Councillor Harold Steves, Chair
Community Services Committee

Attach.

VARIANCE

Please note that staff recommended the following:

That Council approve an agreement (Attachment 2 to the report dated May 15th, 2000, from the Director, Parks) to allow the Steveston Harbour Authority to move the perimeter fence at Paramount Pond 30 feet to the north to secure the net repair area.

STAFF REPORT

ORIGIN

At the September 7th, 1999 General Purposes meeting, staff were directed to develop a lease agreement with the Steveston Harbour Authority (SHA) regarding the net repair area at Paramount Pond. SHA had requested permission from the City to move the current fence line at the Paramount site 30 feet to the north. This land is currently owned by SHA and is being used by fishers as a net repair area. Normally SHA would not require City permission to move their fence, however, a number of land exchange proposals are underway between the City and SHA in this area and it is expected that this land will eventually belong to the City. Given the excellent working relationship between the City and SHA, this organization has, in good will, put forward this request.

A report was forwarded to Council on December 13, 1999 regarding the development of a lease agreement, and the following resolution was adopted:

“That the report (dated November 9, 1999), regarding the entering into of an agreement with the Steveston Harbour Authority for the use of the net repair area outside the Paramount fence line, be referred to staff for further review.”

Staff have completed this review, in consultation with the Steveston Harbour Authority, and present their findings in this report. This report will also update Council on the status of an agreement between the City and the Steveston Harbour Authority for the use of the Tin Shed site.

ANALYSIS

The City of Richmond and the Steveston Harbour Authority (SHA) staff have been working together in partnership on a number of successful initiatives. These include:

- land exchanges initiatives that include:
 - lands at the south end of Trites Road
 - lands at the intersection of No. 1 Road and Bayview
- SHA has agreed to provide security at the BC Packer's site. This includes opening and closing the gates.
- SHA has agreed to communicate to the City any concerns or potential problems they encounter occurring on City-owned land adjacent to SHA property
- The City has been able to secure access for public parking on Chatham Street through successful negotiations with SHA
- Discussions are underway regarding the possibility of SHA providing security patrols at the No 2 Road Pier and adjacent washroom facilities
- Discussions are also taking place regarding the use of the “Tin Shed Site”
- The City and SHA are currently exploring options for joint revenue projects

As well, SHA owns a portion of land near the Britannia site that is currently fenced and impedes the City's access to a portion of the site (Attachment 1). It is expected negotiations with SHA regarding this land will result in greater access by the City for completion of the wooden dyke.

Net Repair Area – Paramount Pond

Currently SHA is using land outside of the Paramount site fence line as a net repair area. This area is a liability from an insurance point of view for both the City and the SHA. Fishers cannot leave nets out because of potential theft and the City has concerns related to lack of visibility that could result in potential accidents late at night. The proposal to move the fence would address both these concerns.

As the various land exchanges between the City and SHA in this area are being processed as a package, it is expected negotiations may take another year or so. Given the success of recent partnerships between the City and SHA and the good will shown by SHA in making this request, staff are recommending that Council approve the attached agreement allowing SHA to move the northern perimeter fence by 30 feet (Attachment 2).

Update on Tin Shed Site

At its Closed meeting of September 7, 1999, the General Purposes Committee directed staff to:

“Continue to work with the Steveston Harbour Authority toward the development of a lease agreement regarding the use of the “Tin Shed Site” and that staff present a draft lease agreement to Council at the appropriate time”.

A community group headed by Robbie Johnston and Bob Butterworth has approached the City with interest in developing the Tin Shed site. It would appear to staff that this is an appropriate time to initiate an agreement with SHA. Once an agreement has been drafted, it will be brought back to Council for approval.

FINANCIAL IMPACT

There is no financial impact in regards to this report.

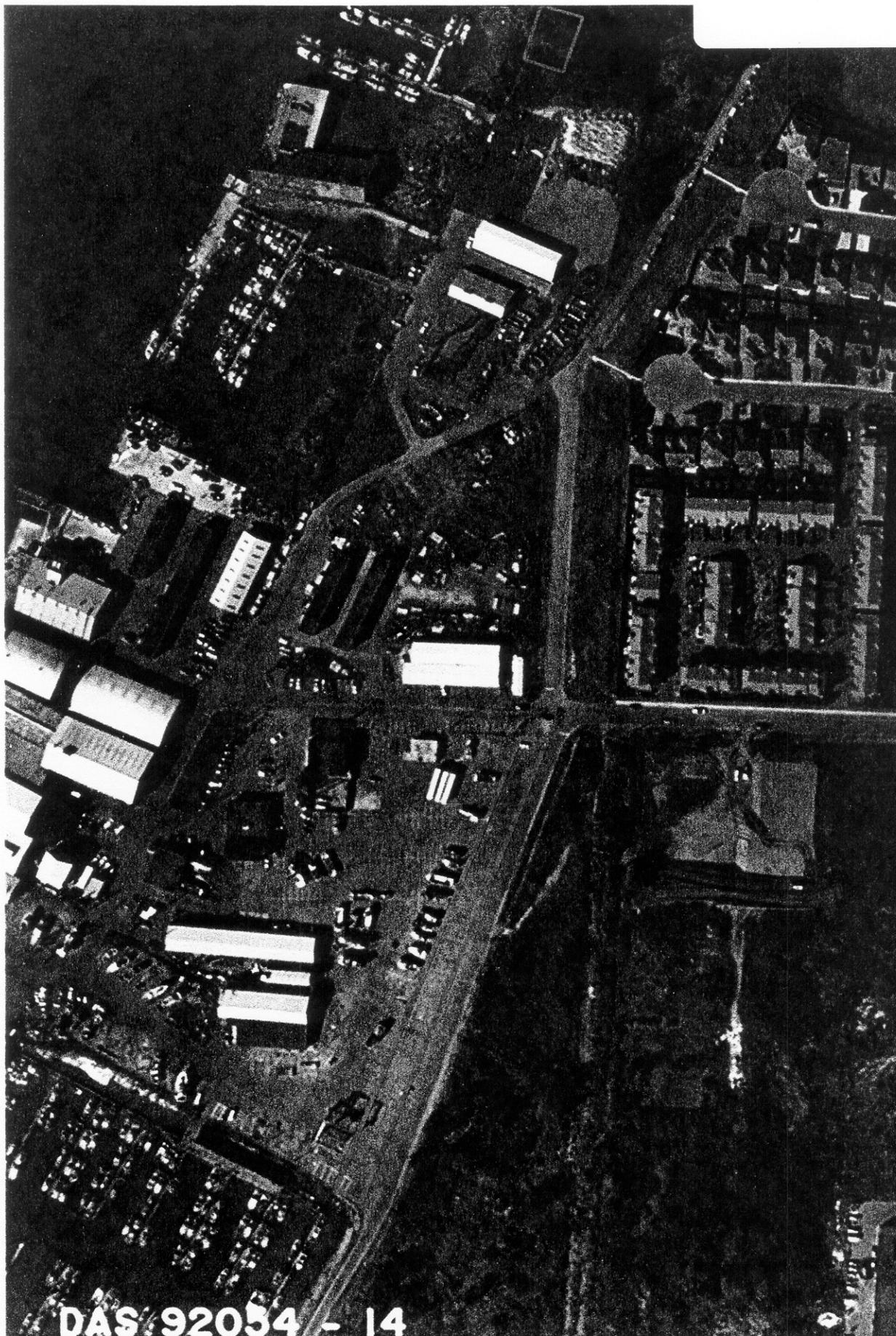
CONCLUSION

The City and SHA are currently negotiating a number of land exchanges of which the net repair area near Paramount Pond is included. As these various exchanges are being dealt with as a package, it is expected that negotiations will not be completed for another year or two. Given the excellent working relationship between the City and the SHA as evidenced by a number of new initiatives and the benefits to both the City and SHA to fence off the net repair area, staff are recommending that the City enter into the lease agreement with the SHA for use of the indicated area before these land exchanges are completed.

As well, as per Council direction, staff will begin the development of lease agreement between the City and SHA for the “Tin Shed Site” due to the recent interest of a community group in developing this site. Once this agreement has been drafted, staff will bring it forward for Council approval.

Dave Semple
Director, Parks

DCS:scw



DAS 92054 - 14

THIS AGREEMENT dated the ____ day of _____, 1999, at the City of Richmond, in the Province of British Columbia,

BETWEEN:

CITY OF RICHMOND, a City under the *Municipal Act* and having its offices at 6911 No. 3 Road, in the City of Richmond, Province of British Columbia, V6Y 2C1

(hereinafter called "the City")

OF THE FIRST PART

AND:

Steveston Harbour Authority, its office at 12740 Trites Road, in the City of Richmond, in the Province of British Columbia, V7E 3R8

(hereinafter called "The Authority")

THE SECOND PART

WHEREAS:

A: The Authority wishes to increase the area available for fishermen to repair their nets and for other related activities.

B: The City has land adjacent to the existing net repair area which the City would be willing to let the Authority use to increase the area of the net repair area which area is shown outlined in red on sketch attached hereto (and is hereinafter called "the additional area").

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties here to agree that, subject to the terms and condition set out hereafter, the Authority may use the additional area for net repair and other related activities.

1. The City hereby grants The Authority a licence to use the additional area for a term of 5 years, for the a rental rate of \$1.00 per year.
2. The Authority may install, at its own expense, a fence around the additional area.
3. The Authority may only use the area for net repair purposes or other related activities, unless previous permission is given in writing by the City.
4. The Authority will indemnify and save harmless the City from any liability or damages arising out of use of the additional area and will provide third party liability insurance in the amount of \$5,000,000. and name the City as an additional insured.

- 5. The City may cancel this agreement at any time by giving the Authority 6 months notice in writing.
- 6. The Term will be extended for a further five year term if the Authority gives notice to the City, in writing, a minimum of 90 days prior to the end of the term
- 7. The Authority, at the end of the term or sooner termination of this agreement, must return the additional area to the same condition as of the date of commencement of this agreement.

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

The Corporate Seal of the **CITY OF RICHMOND** was hereunto affixed in the presence of:

_____)
 Mayor)
 _____)
 City Clerk)

The Corporate Seal of the **Steveston Harbours Authority** was hereunto affixed in the presence of:

_____)
 Authorized Signatory)
 _____)
 Authorized Signatory)

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL (if applicable)