



STAFF REPORT

DATE: November 9, 2020 **FILE:** 0550-04 Board

TO: Chair and Directors
Regional Board

FROM: Dave Leitch
Chief Administrative Officer

RE: **BYLAW NO. 418 – SURGE NARROWS WHARF LICENSE RENEWAL**

PURPOSE/PROBLEM

To consider first 3 readings of Bylaw No. 418 which would authorize the Strathcona Regional District to enter into an agreement with Canada Post for renewal of part of the Surge Narrows wharf facility.

EXECUTIVE SUMMARY

At its November 4, 2020 meeting the Electoral Areas Services Committee considered the attached report and passed the following resolution:

Whalley/Leigh: EASC 195/20

THAT the Committee recommend that the licensing agreement with Canada Post for use of a portion of the Surge Narrows wharf facility be renewed for a 5-year period.

The attached bylaw would authorize the Regional District to enter into a 5-year license renewal with Canada Post for that portion of the Surge Narrows wharf used for community postal services.

Since the granting of a license tenure over Regional District property assets would be considered a disposition of public property, the Regional District is required under the *Local Government Act* to publicly advertise its intention to grant a license before entering into the agreement. It is recommended that such public notification take place following third reading in accordance with the attached schedule.

RECOMMENDATIONS

1. THAT the report from the Chief Administrative Officer be received.
2. THAT Bylaw No. 418, being a bylaw to authorize entering into a licensing agreement for a portion of the Surge Narrows wharf, be now introduced and read a first time.
3. THAT the rules be suspended and Bylaw No. 418 be given second and third readings.
4. THAT Bylaw No. 418 be returned to the Board for consideration of adoption following the public notification process.

Respectfully:


Dave Leitch
Chief Administrative Officer

Schedule	Action
November 18, 2020	Regional Board gives first 3 readings to Bylaw No. 418, being Surge Narrows Wharf Licensing Agreement Authorization Bylaw 2020.
November 25, 2020	First publication of property disposition notice for Bylaw No. 418.
December 2, 2020	Second publication of property disposition notice for Bylaw No. 418.
January 4, 2021	Deadline for filing responses regarding Bylaw No. 418 with Regional District.
January 13, 2021	If no major issues Regional Board reconsiders and adopts Bylaw No. 418.
January 18, 2021	Lease renewal agreement executed by Canada Post.
January 22, 2021	Lease renewal agreement executed by Strathcona Regional District.

Prepared by: Tom Yates, Corporate Services ManagerAttachments: Bylaw No. 418
Copy of October 26, 2020 report to Electoral Areas Services Committee



BYLAW NO. 418

A BYLAW TO AUTHORIZE ENTERING INTO A LICENSING AGREEMENT FOR PART OF THE SURGE NARROWS WHARF FACILITY

WHEREAS the Regional District may, pursuant to Part 5 of the *Local Government Act*, acquire, hold, manage and dispose of land, improvements or other property or any interest in such property;

AND WHEREAS the Regional District owns and operates a wharf facility at Surge Narrows;

AND WHEREAS the Regional District wishes to enter into a licensing agreement for a portion of the aforesaid wharf facility;

AND WHEREAS the requirements of the *Local Government Act* with respect to the disposition of Regional District property have been met;

NOW THEREFORE the Board of Directors of the Strathcona Regional District, in open meeting assembled, enacts as follows:

Licence Agreement Authorized

1. The Strathcona Regional District is hereby authorized to enter into a licensing agreement with Canada Post Corporation for the operation and maintenance of a cargo and mail distribution centre at the Surge Narrows wharf facility.

Form and Substance

2. The agreement referenced in section 1 shall substantially comply in form and substance with that shown in Schedule 'A', attached to and forming part of this bylaw.

Authority to Execute

3. The Chair and Corporate Officer shall have full authority to execute the agreement following adoption of this bylaw.

Effective Date

5. This bylaw shall take effect on the date of adoption.

Citation

6. This bylaw may be cited for all purposes as Bylaw No. 418, being Surge Narrows Wharf Licensing Agreement Authorization Bylaw 2020.

READ A FIRST TIME ON THE DAY OF , 2020

READ A SECOND TIME ON THE DAY OF , 2020

READ A THIRD TIME ON THE DAY OF , 2020

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE DAY OF , 2021

Chair

Corporate Officer

SCHEDULE 'A'
LICENCE AGREEMENT

THIS AGREEMENT DATED FOR REFERENCE THE ____ DAY OF _____, 2020

BETWEEN:

STRATHCONA REGIONAL DISTRICT
#301-990 Cedar Street, Campbell River, BC V9W 7Z8
("the Regional District")

AND:

CANADA POST CORPORATION
c/o Donna Keeling, Post Office Manager
Surge Narrows, BC, V0P 1W0
("the Licensee")

WHEREAS:

A. The Regional District is the owner of the Surge Narrows wharf ("the facility").

B. The Regional District has been requested by Canada Post Corporation to grant a licence to use part of the facility.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the licence fee and agreements to be paid and performed by the Licensee, the parties hereto covenant and agree with each other as follows:

1. DEFINITIONS

"Premises" means that part of the facility supporting a community postal centre measuring approximately 3.7 metres by 2.7 metres and described in Exhibit 1.

2. GRANT OF LICENCE

The Regional District grants to the Licensee a right and licence to use and occupy the premises during the term of this licence.

3. TERM

The term of this licence commences on the 1st day of January, 2020 and terminates on the 31st day of December, 2024.

4. USE

The Licensee shall use the Premises solely for operating and maintaining a community postal centre.

5. LICENCE FEE

The Licensee shall pay to the Regional District a licence fee of \$244.73 per annum (plus applicable taxes).

6. COVENANTS OF THE LICENSEE

The Licensee covenants with the Regional District as follows:

(a) Payment of Fees

The Licensee will pay the annual licence fee plus applicable taxes at least 15 days prior to beginning of each year of the Term.

(b) Taxes, Rates and Utility Charges

The Licensee shall pay all fees, charges, taxes, rates, duties or royalties of any type whatsoever resulting from the Licensee's use or occupation of the premises.

(c) Construction

The Licensee will not make any alterations in the structure, plan or partitioning of the facility nor install any equipment, plumbing, piping, wiring or apparatus without the prior written consent of the Regional District.

(d) Repair

(i) The Licensee will repair at its sole cost and expense, reasonable wear and tear excepted, all damage to the facility and any equipment or other property of the Regional District resulting from the Licensee's use of the facility.

(ii) The Licensee will keep and leave whole and in good repair all fixtures on the premises.

(iii) The Regional District may enter and view the state of repair at any time and the Licensee shall repair according to any notice given by the Regional District and, if the Licensee fails to do so, the Regional District may effect such repairs as it considers appropriate, in which case the Licensee shall reimburse the Regional District for all costs and expenses of repair and a reasonable amount for administration and overhead immediately upon the Licensee's receipt of an invoice for the work.

(e) Maintenance

The Licensee will be responsible for maintaining any equipment, plumbing, pipes, valves, meters, pumps and appurtenances installed under this or a previous licence.

(f) Right of Entry

The Regional District, its officers, employees, and agents shall at all times and for all purposes have full and free access to any and every part of the premises.

(g) Assignment and Sublicensing

The Licensee will not assign or grant a sub-licence to any party without first receiving written permission from the Regional District.

(h) Regulations

The Licensee will comply promptly at its own expense with the legal requirements of all authorities and all notices issued under them that are served upon the Regional District or the Licensee.

(i) Insurance

(i) The Licensee shall maintain during the term a policy of general liability insurance with a minimum amount of \$2,000,000 per occurrence, in respect of personal injury, bodily injury or property damage arising from or connected with the Licensee's use of the premises. The Regional District shall be named as an additional insured to such policy of insurance. The

Licensee shall provide the Regional District with a certificate of insurance, or other proof of insurance that is satisfactory to the Regional District, prior to making use of the Premises.

(ii) All policies of insurance taken out by the Licensee shall contain a waiver of subrogation clause in favour of the Regional District and shall also contain a clause preventing the insurer from cancelling or changing the insurance without providing at least thirty (30) days prior notice in writing to the Regional District.

(iii) If the Licensee fails to provide or maintain in force the insurance required by this Agreement, the Regional District may procure the required insurance on behalf of the Licensee and the Licensee shall pay to the Regional District the amount of the premium immediately on demand.

(j) Indemnification

The Licensee agrees that it will indemnify the Regional District against all claims, losses, damages, suits, actions and causes of action arising from or connected with the Licensee's use of the premises provided that nothing in this Agreement shall make the Licensee responsible to indemnify the Regional District to the extent that such claims are caused, in whole or in part, by the negligence of the Regional District.

(k) Possession

(i) At the expiration or sooner termination of this licence, the Licensee will peaceably surrender and give up possession of the premises without notice from the Regional District, and hereby waives any right to notice to quit or vacate despite any law or custom to the contrary.

(ii) The Licensee will be responsible to insure its own equipment and other personal property.

(iii) The Licensee will properly supervise all persons accessing or using the premises in accordance with this licence.

7. MISCELLANEOUS COVENANTS

The parties further agree that:

(a) Effect of Waiver

The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this licence is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

(b) Cancellation

(i) The Licensee may terminate this Agreement if, for any reason, the Regional District is unable to provide the premises during the term, in which case the Licensee shall not be liable for payment of the licence fee for the remainder of the term, provided that the Regional District shall not be liable to the Licensee for damages suffered, whether consequential or direct, as a result of its inability to provide the premises.

(ii) If the Licensee does not cancel the licence as provided herein, and if the Licensee fails to make use of the premises for any cause other than as a result of neglect or default on the part of the Regional District, a strike or lockout of Regional District employees, or an act of God or insurrection, then the Licensee shall remain liable to pay the Regional District the full amount of the licence fee.

(c) Termination

The Regional District may at any time terminate this licence for breach of any covenant or condition of this licence by the Licensee.

(d) Holding Over

If the Licensee holds over following the term and the Regional District accepts the licence fee, this Agreement becomes a licence-at-will subject to those conditions in this Agreement applicable to a licence-at-will.

(e) Execution

The parties warrant and represent that the execution of this Agreement is a warranty and representation to each other that the person executing the Agreement on their behalf has sufficient authority and capacity to bind their organization with his or her signature.

(f) Fitness of Premises

(i) The Regional District has made no representations or warranties as to the condition, fitness or suitability of the facility, premises, equipment or other personal property located on the premises and by executing this Agreement the Licensee forever releases the Regional District from any and all claims, losses or damages which the Licensee now has or may in future have due to any deficiency, unsuitability or lack of fitness for the Licensee's use.

(ii) The Licensee has inspected the premises and any equipment or other personal property in their present state and confirms that they are suitable for the Licensee's purposes.

(iii) The Licensee agrees that before commencing use of the premises the Licensee shall, on each occasion before use and occupation, inspect the premises and equipment and shall forthwith notify the Regional District in writing of any condition that may render the premises or equipment unsafe for use.

(g) No Interest

This Agreement shall not be interpreted as granting any interest in the facility to the Licensee.

(h) Interpretation

(i) When the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.

(ii) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

(i) Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

(j) Applicable Law

This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this agreement as follows:

STRATHCONA REGIONAL DISTRICT:

Chair

Corporate Officer

Date

CANADA POST CORPORATION:

Signature

Title

Date



STAFF REPORT

DATE: October 26, 2020 **FILE:** EASC

TO: Chair and Directors,
Electoral Areas Services Committee

FROM: David Leitch
Chief Administrative Officer

RE: **SURGE NARROWS WHARF LICENSE RENEWAL**

PURPOSE/PROBLEM

To consider renewing the license agreement between the Strathcona Regional District and Canada Post for the use of a portion of the Surge Narrows wharf facility.

EXECUTIVE SUMMARY

In 2015 the Regional District entered into a 5-year licensing agreement to allow Canada Post to continue using a part of the Surge Narrows wharf facility as a community postal centre. This arrangement pre-dated the Regional District's ownership of the wharf when the facility was under the control of Transport Canada. The licence has expired and Canada Post has expressed an interest in renewing the agreement.

It is recommended that the agreement be renewed for a 5-year period commencing January 1, 2020.

RECOMMENDATIONS

1. THAT the report from the Chief Administrative Officer be received.
2. THAT the Committee recommend that the licensing agreement with Canada Post for use of a portion of the Surge Narrows wharf facility be renewed for a 5-year period.

Respectfully:



Dave Leitch
Chief Administrative Officer

Prepared by Jesse Humphreys, Engineering Services Coordinator

Attachments: Surge Narrows Post Office License Agreement 2020



LICENCE AGREEMENT

THIS AGREEMENT DATED FOR REFERENCE THE __DAY OF ____, 2021

BETWEEN:

STRATHCONA REGIONAL DISTRICT

#301-990 Cedar Street, Campbell River,
BC V9W 7Z8 ("the Regional District")

AND:

CANADA POST CORPORATION

Surge Narrows, BC, VOP
1WO
("the Licensee")

WHEREAS:

- A. The Regional District is the owner of the Surge Narrows wharf ("the facility").
- B. The Regional District has been requested by Canada Post Corporation to grant a license to use part of the facility.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the license fee and agreements to be paid and performed by the Licensee, the parties hereto covenant and agree with each other as follows:

1. DEFINITIONS

"Premises" means that part of the facility supporting a community postal centre measuring approximately 3.7 meters by 2.7 meters and described in Exhibit 1.

2. GRANT OF LICENCE

The Regional District grants to the Licensee a right and license to use and occupy the premises during the term of this license.

3. TERM

The term of this license commences on January 01, 2020 and terminates on the 31st day of December 2024.

4. USE

The Licensee shall use the Premises solely for operating and maintaining a community postal centre.

5. LICENCE FEE

The Licensee shall pay to the Regional District a license fee of \$244.73 per annum (plus applicable taxes).

6. COVENANTS OF THE LICENSEE

The Licensee covenants with the Regional District as follows:

(a) Payment of Fees

The Licensee will pay the annual license fee plus applicable taxes at least 15 days prior to beginning of each year of the Term.

(b) Taxes, Rates and Utility Charges

The Licensee shall pay all fees, charges, taxes, rates, duties or royalties of any type whatsoever resulting from the Licensee's use or occupation of the premises.

(c) Construction

The Licensee will not make any alterations in the structure, plan or partitioning of the facility nor install any equipment, plumbing, piping, wiring or apparatus without the prior written consent of the Regional District.

(d) Repair

(i) The Licensee will repair at its sole cost and expense, reasonable wear and tear excepted, all damage to the facility and any equipment or other property of the Regional District resulting from the Licensee's use of the facility.

(ii) The Licensee will keep and leave whole and in good repair all fixtures on the premises.

(iii) The Regional District may enter and view the state of repair at any time and the Licensee shall repair according to any notice given by the Regional District and, if the Licensee fails to do so, the Regional District may effect such repairs as it considers appropriate, in which case the Licensee shall reimburse the Regional District for all costs and expenses of repair and a reasonable amount for administration and overhead immediately upon the Licensee's receipt of an invoice for the work.

(e) Maintenance

The Licensee will be responsible for maintaining any equipment, plumbing, pipes, valves, meters, pumps and appurtenances installed under this or a previous license.

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(h) Regulations

The Licensee will comply promptly at its own expense with the legal requirements of all authorities and all notices issued under them that are served upon the Regional District or the Licensee.

(i) Insurance

(i) The Licensee shall maintain during the term a policy of general liability insurance with a minimum amount of \$2,000,000 per occurrence, in respect of personal injury, bodily injury or property damage arising from or connected with the Licensee's use of the premises. The Regional District shall be named as an additional insured to such policy of insurance. The Licensee shall provide the Regional District with a certificate of insurance, or other proof of insurance that is satisfactory to the Regional District, prior to making use of the Premises.

(ii) All policies of insurance taken out by the Licensee shall contain a waiver of subrogation clause in favour of the Regional District and shall also contain a clause preventing the insurer from cancelling or changing the insurance without providing at least thirty (30) days prior notice in writing to the Regional District.

(iii) If the Licensee fails to provide or maintain in force the insurance required by this Agreement, the Regional District may procure the required insurance on behalf of the Licensee and the Licensee shall pay to the Regional District the amount of the premium immediately on demand.

(j) Indemnification

The Licensee agrees that it will indemnify the Regional District against all claims, losses, damages, suits, actions and causes of action arising from or connected with the Licensee's use of the premises provided that nothing in this Agreement shall make the Licensee responsible to indemnify the Regional District to the extent that such claims are caused, in whole or in part, by the negligence of the Regional District.

(k) Possession

(i) At the expiration or sooner termination of this license, the Licensee will peaceably surrender and give up possession of the premises without notice from the Regional District, and hereby waives any right to notice to quit or vacate despite any law or custom to the contrary.

(ii) The Licensee will be responsible to insure its own equipment and other personal property.

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7. MISCELLANEOUS COVENANTS

The parties further agree that:

(a) Effect of Waiver

The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this license is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

(b) Cancellation

(i) The Licensee may terminate this Agreement if, for any reason, the Regional District is unable to provide the premises during the term, in which case the Licensee shall not be liable for payment of the license fee for the remainder of the term, provided that the Regional District shall not be liable to the Licensee for damages suffered, whether consequential or direct, as a result of its inability to provide the premises.

(ii) If the Licensee does not cancel the license as provided herein, and if the Licensee fails to make use of the premises for any cause other than as a result of neglect or default on the part of the Regional District, a strike or lockout of Regional District employees, or an act of God or insurrection, then the Licensee shall remain liable to pay the Regional District the full amount of the license fee.

(c) Termination

The Regional District may at any time terminate this license for breach of any covenant or condition of this license by the Licensee.

(d) Holding Over

If the Licensee holds over following the term and the Regional District accepts the license fee, this Agreement becomes a license-at-will subject to those conditions in this Agreement applicable to a license-at-will.

(e) Execution

The parties warrant and represent that the execution of this Agreement is a warranty and representation to each other that the person executing the Agreement on their behalf has sufficient authority and capacity to bind their organization with his or her signature.

(f) Fitness of Premises

(i) The Regional District has made no representations or warranties as to the condition, fitness or suitability of the facility, premises, equipment or other personal property located on the premises and by executing this Agreement the Licensee forever releases the Regional District from any and all claims, losses or damages which the Licensee now has or may in future have due to any deficiency, unsuitability or lack of fitness for the Licensee's use.

(ii) The Licensee has inspected the premises and any equipment or other personal property in their present state and confirms that they are suitable for the Licensee's purposes.

(iii) The Licensee agrees that before commencing use of the premises the Licensee shall, on each occasion before use and occupation, inspect the premises and equipment and shall forthwith notify the Regional District in writing of any condition that may render the premises or equipment unsafe for use.

(g) No Interest

This Agreement shall not be interpreted as granting any interest in the facility to the Licensee.

(h) Interpretation

(i) When the singular or neutral are used in this Agreement, they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.

(ii) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

(i) Binding Effect

This Agreement shall ensure to the benefit of and be binding upon the parties hereto

and their respective heirs, executors, successors, administrators and permitted assignees.

(j) Applicable Law

This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**STRATHCONA REGIONAL DISTRICT
CORPORATION**

CANADA POST

by its authorized signatories:

Chair

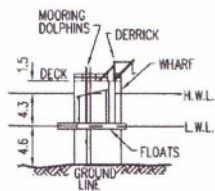
Postmaster
Donna Keeling

Corporate Officer

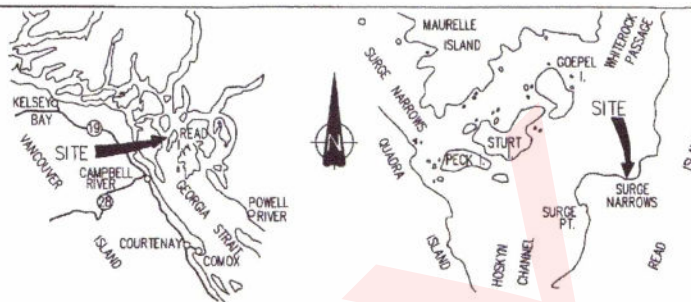
Date

Date

EXHIBIT 1



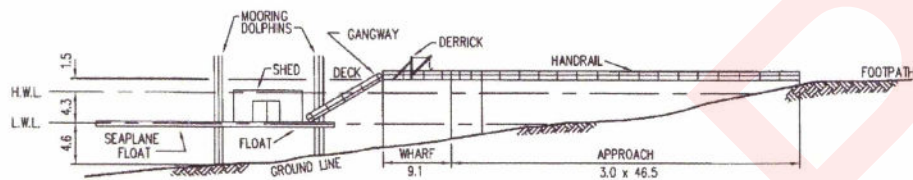
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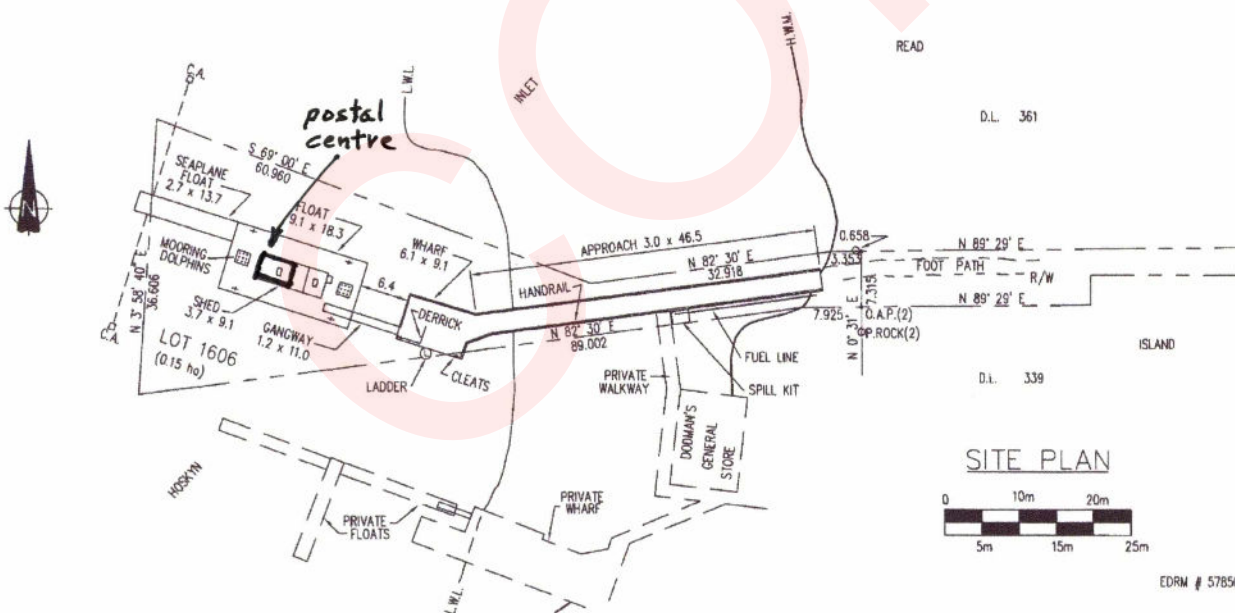
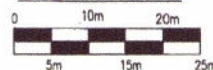
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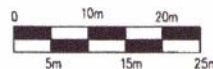
LOCATION CHARTS



SOUTH FACE



SITE PLAN



EDRM # 57850

DESCRIPTION

- A. THE STRUCTURES ARE LOCATED IN HOSKYN INLET ON THE NORTHWEST SHORE OF READ ISLAND ABOUT 200 KM NORTHWEST OF VANCOUVER, B.C.
- LATITUDE: 50° 13' 24" N
LONGITUDE: 125° 06' 54" W
- LOT 1606, SAYWARD DISTRICT, SURGE NARROWS, B.C.
- B. THE STRUCTURES CONSIST OF AN APPROACH, A WHARF AND A GANGWAY WHICH LEAD TO A LANDING FLOAT AND A SEAPLANE FLOAT.
- C. THE STRUCTURES ARE APPROACHED DIRECTLY FROM A PUBLIC FOOTPATH.
- D. THERE IS A FREIGHT SHED/POST OFFICE ON THE FLOAT AND A 3 TON (2700 kg.) DERRICK ON THE WHARF.
- E. THE STRUCTURES ARE IN ORDER TO BE USED FOR PUBLIC TRAFFIC.
- F. LIMITING LOADS: (2006 RATING)
APPROACH AND WHARFHEAD:
GW = 6,800 kg. CL3 - W
FLOATS: 120 kg/m2
- G. COMPLETION DATE: - 1965
MAJOR REPAIRS: WHARF - 1974
FLOATS - 1974, 1979
NEW SHED - 2008
- H. O.I.C. No. 2526, AUG. 25, 1966
- I. FUEL LINE IN SERVICE TO FUEL SCHOOL MAY 2013

REVISION	E	DATE	DEC.01, 2010	REV. BY	JG
REVISION	E	DATE	SEP. 19, 2003	REV. BY	HT
REVISION	D	DATE	OCT. 12, 1995	REV. BY	GH
REVISION	C	DATE	SEP. 30, 1992	REV. BY	GH & SKI
REVISION	B	DATE	MAR. 18, 1987	REV. BY	
REVISION	A	DATE	FEB. 24, 1986	REV. BY	
SCALE AS NOTED		DATE	DEC. 15, 1983	DRAWN BY	DFN
COST CODE	8644	FILE NO.	9664-1702		

TRANSPORT CANADA
HARBOURS AND PORTS
WESTERN REGION

SURGE NARROWS, B.C.
WHARF AND FLOATS
PLAN & DESCRIPTION

VANCOUVER, B.C.

DATE _____