# THE CORPORATION OF THE DISTRICT OF BURNABY

REPORT NO. 11, 1964.

14 February 1964.

His Worship, the Reeve, and Members of the Council.

Gentlemen:

Your Manager reports as follows:

1. Re: Land Sale - Portion of Lots 1,2, and 3, D. L. 175, Group 1, N.E. 2 except part Plan 4348.

The above mentioned property is owned by the Corporation and is located on the south side of Rumble Avenue east of Greenall Avenue (east of 3946 Rumble Street). It was formerly a large ravine in which the Municipality installed storm and sanitary sewers and has subsequently been filled.

Mr. R. M. McGratten, 3946 Rumble Street, wishes to purchase a portion of the Corporation's property to enlarge his property to the west which is irregular in shape with a street frontage of 69 feet and the width of the property at the rear is 142 feet.

The request of Mr. McGratten has been considered by the Planning and Engineering Departments and there are no objections to a portion of the Corporation property, as shown on Engineering Department Sketch No. B.322, being placed in a sale position subject to the retention of a sewer easement as indicated on the said sketch.

There is also a 20' x 42' portion of property at the rear south-east corner of the McGratten property (projecting into the McGratten property) owned by the Corporation. This property was acquired by subdivision some years ago to provide a lane turn-around which is not necessary now that the ravine has been filled and the lane extended.

It is recommended that the portion of Corporation-owned property as outlined on Engineering Department Sketch No. B. 322 be placed in a sale position subject to the following conditions:

- (a) a minimum price of \$2,300.00.
- (b) the Corporation to retain an easement over the portion of property as indicated on said sketch B.322.
- (c) the property to be consolidated with Lot 22, Blocks 1 and 2, D. L. 175NE<sup>1</sup>2, Group 1, Plan 11511.
- (d) the lane turn-around portion of property at the rear of Lot 22, Blocks 1 and 2, D. L. 175NE<sup>1</sup>/<sub>2</sub>, Group 1, Plan 11511 be consolidated with that property.
- (e) the purchaser to pay all legal and survey costs.

### Re: Sale of Land - Lot 8, Block 13, D. L. 158E4, Group 1, Plan 1908.

The above mentioned property is located at 5362 Neville Street and is owned by the Corporation - size  $64' \times 122'$  - serviced by water and sewer.

There is an old dwelling located on the property which has been inspected by the Building Department who recommend demolition.

It is recommended that the property be offered for sale by public tender subject to:

- (a) a minimum price of \$5,000.00
- (b) the purchaser being required to demolish the existing dwelling within 90 days from the date of the sale.

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#### 3. Re: Asphalt Supply Contract.

The current contract for supply and laying of asphalt is with Jack Cewe Ltd. and it expires 29th February 1964.

An advertised tender call for replacement of the expiring contract resulted in six bids being received and opened at 3.00 p.m., 3rd February 1964, by the Purchasing Agent in the presence of L. Staples, R. Constable, and representatives of the firms tendering.

Submitted herewith is a tabulation of the bids received as prepared by the Purchasing Agent and another tabulation prepared by the Engineering Department to show the approximate value of each bid as determined by estimated tonnage required in each zone.

The tender call required a basic price per ton laid with haul rates per ton to the specified zones. This method is necessary because of the different locations of the mixing plants.

Burnaby has a large paving program ahead and for this reason it was decided to call for tenders on one year - two year and three year basis to see what advantage the Corporation might be in a position to achieve by an extended contract.

Two firms only bid on an extended contract - Jack Cewe Ltd. and Columbia Bitulithic. There is one marked difference in these two bids in that Columbia Bitulithic quoted a price for each year of an extended contract and the price per laid ton and the haul rates per ton are increased in each year, whereas Jack Cewe Ltd. quoted prices for the entirety of a one year, two year or three year contract with both the price per ton laid and haul rates per ton decreasing according to the length of the contract.

All six firms bid on the one-year contract and the low bidder is Scotland-Adamson Paving Limited.

The tender of Jack Cewe Ltd. confirmed the initial belief that a cheaper contract could be obtained for a contract extending beyond one year. It will be seen that the estimated cost in 1963 based on a three-year contract with Jack Cewe Ltd. is \$103,891.00 compared with \$100,115.00 for a one-year contract with Scotland and Adamson Paving Ltd. The difference is \$3,776.00 in favour of Scotland - Adamson based on a tonnage of 20,000 tons. Any increased purchase over 20,000 tons would increase the differential.

There are other factors, however, which become important when the differential is so small compared to the total contract. These factors have all been examined and assessed. They are:

- (a) Scotland-Adamson do not have the plant they propose to use for the Burnaby Contract. They propose to purchase a used machine in Calgary, ship it to Vancouver and re-erect it. Burnaby cannot express any opinion on the plant which would be used.
- (b) Scotland-Adamson is contracting separately for the supply of aggregate.
- (c) Scotland-Adamson in effect have no trucks which relate to this contract proposal.
- (d) It is estimated that in the first year of a contract with this new paving contrac tor it would cost about \$2,500.00 extra for inspecting the erection of the asphalt plant and crusher and additional inspection during the contract.
- (e) Scotland-Adamson estimate one manth to set up the plant and Burnaby considers this would likely take 6-8 weeks and possibly an additional two weeks before reaching full production. Whatever the time necessary, Scotland-Adamson plans

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#### (Item 3...re Asphalt Supply Contract....continued)

to sublet the supply of asphaltic concrete during this period.

- (f) If in 1965, and/or 1966, Burnaby can obtain bids equal to or lower than this bid of Scotland-Adamson, the differential would remain or increase according to the bids. This is a matter of speculation and the bid of Columbia Bitulithic Ltd. reflects an anticipated increase in costs in each of the years 1965 and 1966. This feeling is shared by Burnaby but it must be noted that Burnaby has consistently lowered its asphalt costs in recent years. There is an irreducible minimum however and at or near that point it could only be anticipated that there would be difficulty.
- (g) A three-year contract has many attractive features and is considered good business when there is an assured program and the price is right. These conditions exist in the Jack Cewe Ltd. tender.
- (h) Jack Gewe Ltd. has been Burnaby's Paving Contractor for the past two years and has given near perfection in quality control and excellence of service.
- (i) The Company has an established asphalt plant and crushing operation, both of which are company-owned. They also have an adequate number of Company-owned paving machines, rollers, and trucks, all of which are in good mechanical condition.
- (j) The field personnel retained by the Company have proven to be very capable and have an established record of good quality workmanship.
- (k) Burnaby's Consultant on materials testing, Coast-Eldridge Ltd. has confirmed that Burnaby will continue to receive their minimum rate for quality testing if the asphalt supply is to continue to come from the Jack Cewe Ltd.

It is considered that the tender of Jack Cewe Ltd. has confirmed the advantage to Burnaby of a three-year contract and it is recommended that the Corporation award a three-year contract to Jack Cewe Ltd. for the Supply and Application of Asphaltic Concrete Paving at the rates shown on the tabulation prepared by the Purchasing Agent and as more specifically tendered in the bid by Jack Cewe Ltd.

The Council Liaison member for Public Works, Councillor Cafferky, has been kept in regular contact with all aspects of this tender call.

# 4. Re: Tenders for Arena Rink.

An advertised tender call for construction of the proposed Burnaby Arena resulted in seven tenders being received.

Submitted herewith is a tabulation of the tenders received. The low tender was submitted by Dawson and Hall Ltd. for \$583,445.00.

The sum of \$300,000. was included in the Parks By-law for this project but at the time of acceptance of final plans and specifications it was accepted by Council that this sum would not be sufficient for the building designed and it would be necessary to provide additional funds, possibly up to \$150,000.00.

Using the price of the low bidder, \$583,445.00,it can be calculated with reasonable accuracy that a total sum in excess of \$700,000. would be required to build and equip this facility for operation, as now designed. A sum of this magnitude cannot be considered from By-law Funds without deleting from the By-law program certain projects now contained therein, and this could only be done with the consent of Victoria.

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(Item 4...re Tenders for Arena Rink....continued)

It would seem that the concept of the Arena facility requires complete review. The Architects have informed your Manager that the building as designed does not lend itself to simple modification or deletion in its design or specification to achieve any substantial reduction in cost. A complete re-design would be necessary and this, of course, requires firstly, basic decisions on the part of the owner, and secondly, time for the designer to carry out his new instructions.

The present tenders would be of no value.

It is recommended that:

- 1. All tenders received per tabulation submitted be rejected.
- 2. The Arena plan as presently designed be abandoned; withdrawn from the Architects, Collins and Collins, and settlement made with the Architects in accordance with their contract.
- 3. Present plans to develop a parking lot on the Armoury Site be abandoned.
- 4. The placing of sawdust fill for a parking lot on the east side of Sperling Avenue be continued and the present "Laing" contract for site preparation be altered to place excavated material from the Arena Site over the sawdust fill in accordance with the A<sup>A</sup> drews' Design Report.
- 5. The portion of the "Laing" contract to develop Kensington Avenue and Laurel Street be continued.
- 6. Council institute a re-examination of the Capital Budget for the Arena Project and re-commission the design of an Arena capable of construction within the funds made available by Council for the project.
- 5. Re: Expenditures.

Submitted herewith is the Municipal Treasurer's report covering expenditures in the amount of \$2,041,492.00.

It is recommended the expenditures be approved as submitted.

6. <u>Re: Estimates.</u> Submitted herewith is the Munic:

Submitted herewith is the Municipal Engineer's report covering estimates in the amount of \$8,485.00.

It is recommended the estimates be approved as submitted.

Respectfully submitted,

H. W. Balfour, MUNICIPAL MANAGER.

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# 7. <u>Re: R.C.M.Police - Auxiliary Police.</u>

Provincial Order-in-Council No. 1200 passed by the Lieutenant-Governor-in-Council on May 8, 1962 provides the following:

- 1. That for the purposes of Civil Defence, the Officer-in-Charge for the time being of the Royal Canadian Mounted Police, "E" Division, British Columbia, is hereby designated as Officer-in-Charge of and shall have authority of the duly appointed Chief of Police of all police forces, municipal, provincial, or otherwise within the Province in the event of an emergency;
- 2. That the Royal Canadian Mounted Police "E" Division, British Columbia, be authorized to recruit and train police auxiliaries as an adjunct to its Force within the Province on a ratio equal to the present and be empowered to make regulations and orders for the administration and regulation of those police auxiliaries;
- 3. That during a state of emergency no special constable, member of a reserve or auxiliary police force, or member of a police force, municipal, provincial or otherwise, may resign without the written consent of the Officer-in-Charge designated by this Order.
- 4. That the auxiliary police belonging to municipal forces and to the provincial force constitute police over which the Officer for the time being commanding the Royal Canadian Mounted Police "E" Division, British Columbia, has charge for civil defence responsibility under this Order and the Civil Defence Act.

The above was reported to Council on June 4th, 1962 and conforms to Burnaby's concept that Ci vil Defence is a function of government.

Since that time administration of the auxiliary police in Burnaby has been gradually transferred to the Royal Canadian Mounted Police.

The Burnaby Civil Defence Police force was organized in 1954 and contains several members who have served the Municipality well during this period of time. In recognition of this volunteer service and the transfer of the jurisdiction of the Auxiliary Police to the Royal Canadian Mounted Police, the official ceremony will be held in the Burnaby Municipal Hall on Tuesday, February 25th, 1964, at 8.30 p.m. with His Worship, Reeve A. H. Emmott officiating.

An invitation to the ceremony is extended to members of Council and their wives.

Re: Acquisition of Easement South 15 feet of Lot 128 and the north 15 feet of Lot 129 of S.D. of Lot 59, remainder of Lot 59 and Lot 60, D. L. 33,

An easement is required for drainage purposes over the south 15 feet of Lot 128 and the north 15 feet of Lot 129 of S.D. of Lot 59, remainder of Lot 59 and Lot 60, D.L. 33, as shown outlined in red on plan prepared by K. K. Wong, B.C.L.S. dated 3rd February 1964, from Saratoga Investment Ltd., 5686 Victoria Drive, Vancouver, B.C. The property is located 300 feet south of Burke Street, west of Willingdon Avenue. There is no consideration payable by the Corporation.

It is recommended authority be granted to acquire the easement and that the Reeve and Clerk be authorized to sign the easement documents on behalf of the Corporation.

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# 9. Re: National Appraisal Institute Conference.

The National Appraisal Institute Conference will be held in Montreal on March 9th, 10th and 11th, 1964.

Mr. Peter Fry, an appraiser in the Assessment Department, is President of the Vancouver Chapter and has been delegated to attend the Conference and requests leave of absence for the three days. Expenses will be paid by the Institute. The Municipal Assessor recommends that leave of absence be granted.

It is recommended that Mr. Peter Fry be granted leave-of-absence with pay on March 9th, 10th and 11th for the purpose of attending the Annual Conference of the National Appraisal Institute in Montreal.

#### 10. Re: Fellburn Private Hospital, Lot 53, Block 2, D. L. 205, Group 1, Plan 25293.

On August 13th, 1963 Council approved in principle under Section 13 of the Town Planning By-law the use of the above mentioned property for a 75-bed private hospital.

On February 7th, 1964, the Clerk received a letter from Mr. Michael Weller of the Paul D. Smith ARchitect Firm requesting an extension of the 180 days previously granted by Council for the commencement of construction of the hospital. The request is for another period of 180 days during which working drawings will be completed and tenders called.

It is recommended that the extension requested be granted.

#### 11. Re: Pedestrian right-of-way through a portion of Lot 43, D. L. 80, Group 1,

On February 10, 1964, a recommendation was made to Council to construct a fence along the west side of the east 68 feet of the above mentioned lot. This property was acquired by the Corporation in 1958 for the purpose of constructing a walkway over the west eight feet to provide a path between Spruce Street and Kincaid Street for children attending the Douglas Road School.

Council tabled the report item for one week for additional information.

Mr. and Mrs. J. Wood own the balance of said Lot 43 and sold the east 68 feet to the Corporation. They claim the sale was subject to the Corporation constructing a fence between their property and the walkway.

The Secretary of the Burnaby School Board believes that at the time the property was acquired it was his understanding that some thought was given to the construction of a fence between the right-of-way and the property owned by Mr. and Mrs. Wood.

The Land Agent is of the opinion that Mr. and Mrs. Wood were given to understand that a fence would be constructed by the Corporation.

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12. Re: Acquisition of Easements Grassmere Sanitary Sewer Project - Phase 2.

Easements are required for the above sewer project as follows:

- (a) Owner Ethel Muriel Jaynes, 3773 Moscrop Street, Burnaby 1, B. C.
   Property South 16.5 feet of East 60 feet Block 31 W<sub>2</sub>, D. L. 35, Plan 799 Consideration \$1.00 plus restoration of the easement area.
   Location of easement 3773 Moscrop Street.
- (b) Add Beckwith, 4288 MacDonald Avenue, Burnaby 1, B. C.
  Property East ten feet of Lot 1, Block 2/2, D. L. 39E<sup>1</sup>/<sub>2</sub>, Plan 1436.
  Location of property 4288 MacDonald Avenue.
  Consideration \$1.00 plus restoration of the easement area.
- (c)Owner Albert Edward Hazell and Violet Winnifred Hazell, 3761 Moscrop Street. Property - South 16.5 feet of Wk Block 31, ex. E. 60 feet, D. L. 35, Plan 799, NWD. Location - 3761 Moscrop Street. Consideration - \$71.00 plus restoration of the easement area. The amount is
  - compensation for loss of the following: 8 roses; 1 snowball tree, 6 hydrangea, 1 birch, 1 Santa Rosa Plum.

It is recommended that authority be granted to acquire the above easements and that the Reeve and Clerk be authorized to sign the easement documents on behalf of the Corporation.

Respectfully submitted,

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H. W. Balfour, MUNICIPAL MANAGER.

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