

THE CORPORATION OF THE DISTRICT OF BURNABY

8 January, 1965.

REPORT NO. 2, 1965

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

Gentlemen:

Your Manager reports as follows:

1. Re: Noise Nuisance

In connection with the proposal of Eagle Motors for a parking lot on Albert Street contiguous to their Hastings Street premises, a petition against was submitted to Council by several property owners from Albert Street.

The petitioners also protested the noise nuisance created by numbers of freighters parking on Albert Street. Apparently the drivers of these vehicles start their motors up around midnight and then leave them running for hours before pulling away.

Council required an opinion as to the powers of the Municipality in controlling such nuisances.

So far as the noise nuisance is concerned, the person causing the noise can be prosecuted under Burnaby's Noise Prevention Bylaw if the noise in fact disturbs the peace and quiet of the neighbourhood.

Under Section 125(1)(c) of the Motor Vehicle Act, Council may by bylaw provide for the regulation, control or prohibition of the stopping, standing or parking of vehicles within the Municipality. Section 125(5)(a) of the same Act provides that in such a by-law vehicles may be classified according to their nature, type etc., and different provisions may be made for different classes.

Council may wish to use these powers to enact special regulations regarding the parking of these trailer trucks.

As a first step to help the petitioners, your Municipal Manager has directed an appeal to the Admiral Hotel for co-operation.

2. Re: Contract for Asphaltic Paving
Jack Cewe Ltd.

This Company entered into a contract dated 17th February, 1964 for the supply and application of asphaltic paving for a three-year period terminating on the 28th day of February, 1967.

Under this contract there is a substantial hold-back provision and because of the length of the contract, the Municipality will retain these hold-back moneys until after the expiration of the contract in February, 1967. Mr. Johnson of Jack Cewe Ltd. has been in touch with the Corporation seeking to have the hold-back provision amended.

The nature of this contract is such that each year's work is actually performed, completed and accepted by the Corporation. There is a validity then, to the suggestion that to retain a hold-back until the end of the whole contract is not necessary. The present contract could be terminated provided the Company first enters into annual contracts on the same terms and conditions, the final contract to end on 28th February, 1967.

.....Cont. Page 2.

(Item 2., Re: Contract for Asphaltic Paving ... cont.)

Any change of this nature, of course, should have the consent of the Bonding Company. In the circumstances, it is not believed that the Bonding Company would have any objection.

It is recommended that Council authorize that, subject to the consent of the Bonding Company,

- (a) Annual contracts for the supply and application of asphaltic paving be entered into between the Corporation and Jack Cewe Ltd. on the same terms and conditions as the present three-year contract.
- (b) On the execution of the annual contracts, the existing three-year contract between the Corporation and Jack Cewe Ltd. for the supply and application of asphaltic paving be terminated.

3. Re Letter of 7th December, 1964
from G. Best, 1691 Cliff Avenue

His Worship the Reeve has already written to Mr. Best apologizing for the failure of the Corporation to deal with his proposition.

The only explanation of the breakdown which can be advanced is the divided responsibility for subdivision at that time.

Regarding the last proposals made by Mr. Best the Planner reports:

"We have now received Mr. Best's proposals as contained in his letter of December 7, 1963 and would report as follows.

With respect to Suggestion 1, we have earlier examined this proposal and by letter of March 20, 1963 to yourself recommended acquisition not be entertained. Mr. Best was advised by your office on March 21, 1963 that the Corporation did not require his property for road purposes.

The second suggestion, that we entertain a subdivision but defer taking the road dedication for an indefinite period of 10 to 15 years is not possible under present legislation which requires each lot to have proper access.

The third suggestion that a lot be created without the road dedication is also not possible for the same reason; namely that each new lot requires proper road access.

The possibility of alternative solutions have been examined but unfortunately there appears to be nothing we can do for Mr. Best until such time as a dedicated and constructed road is provided to the proposed lot."

4. Re: Claim of Mr. R. C. MacDonald,
2376 East 6th Ave., Vancouver 12.

This is a claim for \$181.72 for damage to Mr. MacDonald's car when he struck an open manhole on Willingdon Avenue about one hundred yards south of the New Vocational School.

All storm sewer work on this Willingdon Avenue project, including the adjustment of manhole and catch-basin covers, was done by the Municipality with remainder of the work, including traffic control, the responsibility of the Contractor.

... Cont. Page 3.....

Page 3.
REPORT NO. 2, 1965.
MUNICIPAL MANAGER
8 January, 1965.

(Item 4 ... Re: Claim of Mr. R. C. MacDonald.... cont.)

Since adequate traffic control measures were in effect at the time of Mr. MacDonald's accident, it appears that the Contractor cannot be held liable for the claim and the Contractor has rejected it.

In this case, the manhole cover was left $1\frac{1}{2}$ inches higher than the gravel road base in readiness for paving. The manhole was located in the travelled section of the street but under normal construction zone speeds would not have caused any problem to traffic.

Normally, traffic will not dislodge a manhole cover and the open manhole which caused Mr. MacDonald's accident was either the result of vandalism or a fast moving heavy vehicle.

It is recommended Mr. MacDonald's claim be settled in the sum of \$181.72 subject to the necessary releases being obtained.

5. Re: Aldon Lodge Limited

The proposed land exchange between the Corporation and Aldon Lodge Limited for an area for Aldon Lodge Limited on Kensington Avenue in exchange for the "Downs and Williams" property was discussed by Council in Planning Committee on 7th December, 1964.

The decision of the Committee as reported to Council was:

"(b) Negotiations be continued for an exchange of lands between the Corporation and Aldon Lodge Limited based on fair and equitable value related to existing zoning, but in no way is this to be construed as a commitment on the part of Council in regard to the establishment of an appropriate zoning category for the development in question on the site that may be conveyed to Aldon Lodge Limited."

Aldon Lodge Limited were advised in these terms, which were in reply to a proposal for rezoned land put forward by Aldon Lodge Limited on 7th December, 1964:

1. "Land re-zoned" is beyond the power of the Council to agree to. Exchange would have to be on the basis of present zoning and an application made for rezoning as soon as a Zoning Classification has been established.
2. The Municipal Manager is prepared to recommend Aldon Lodge Limited's proposal of \$10,000 difference when other particulars are fully agreed upon.
3. The water main on Kensington will be extended to the site. No other servicing as part of the exchange is envisaged.
4. It is not possible to consider removing any material from the adjoining Municipal property as it is not known just what use this property will be put to.

Dated 23rd December, 1964, Aldon Lodge Limited have replied as follows:

"The Board of Directors of Aldon Lodge Limited have recommended acceptance of the land exchange as outlined in your letter of December 11th, 1964.

- (1) A three acre site of 400' on Kensington and 326' along Laurel.
- (2) A \$10,000 cash difference in favour of Aldon Lodge Limited.

..... Cont. Page 4...

Page 4.
REPORT NO. 2, 1965.
MUNICIPAL MANAGER
8 January, 1965.

(Item 5 ... Re: Aldon Lodge Ltd..... cont.)

- (3) The water main on Kensington will be extended to the site.

Trusting this will receive your earliest consideration, so that we may then make application to Council for re-zoning."

It is recommended then that Council approve the exchange of a 400' x 326' site on Kensington for the five acre site (more or less) owned by the Aldon Lodge Limited and known as the Downs and Williams site, subject to the following conditions:

- (1) A payment by the Corporation of \$10,000. to Aldon Lodge Limited representing the difference in value between the two sites.
- (2) Burnaby to be responsible for the extension of the water main on Kensington Avenue to the new Aldon Lodge Limited site on Kensington when it is required by Aldon Lodge Limited.

6. Re: Letter to Council from Spring and Spring

The following verbatim report was prepared by the Chief Building Inspector and the Chief Licence Inspector with reference to the letter to Council from Spring and Spring regarding Better Home Remodelling and Paul Frigstad.

"Subject: 6231 Malvern Avenue:
Lot 19, S.D. 8, Blks. 8/14/16/20/21,
D.L. 86/91, Plan 1348.
Mr. & Mrs. Ray Baardsen and
Better Home Remodelling and
Mr. Paul Frigstad

The undersigned have been supplied with a copy of the letter of Spring & Spring of December 31st, regarding home remodelling work at the above address.

The following facts are for the information of Council when this matter comes up for consideration.

- (1) Better Home Remodelling, President Paul Frigstad, applied for a Municipal Trade Licence, July 21st, 1964. The Licence was issued and is valid until January 15th, 1965.
- (2) The Licence issued was a Building Contractor's Licence for home remodelling and alterations.
- (3) During investigation of the Licence application, the Licence Department called the Better Business Bureau and learned that no complaint had been registered against this Company, but only one enquiry had been made on June 24th, 1964.

The Licence Department also called the Vancouver City Licence Department and learned that this Company and Paul Frigstad held a valid Trade Licence in the City of Vancouver without record of complaint.

- (4) The Licence Department has this Company cross-referenced as "B.H.R. Industries Ltd."
- (5) A building permit was obtained from the Building Department on September 10th, 1964, by Superior House Raisers Limited (a duly licenced firm) to raise, move back and construct a new foundation to the above single family premises.

..... Cont. Page 5...

Page 5.
REPORT NO. 2, 1965.
MUNICIPAL MANAGER
8 January, 1965.

(Item 6... Re: Letter to Council from Spring & Spring.. cont.)

- (6) Form work for the new foundation was inspected and passed on September 18th, 1964.
- (7) On October 21st, 1964, at the request of Mr. R. Baardsen, owner, a progress inspection was made. Poor construction material and poor workmanship was noted at the time and notice to this effect, detailing specific items, was left on the job. At the time of this inspection, our Inspector was met on the job by three persons, Mr. Baardsen, owner, Mr. Zebiak - Superior House Raisers and a representative of Better Home Remodelling (not Mr. Frigstad). Our Inspector witnessed these three persons argue among themselves the matter of responsibility for the poor work. Our Inspector took no part in this argument but made it unmistakably clear to the permit holder and the owner that repair was to be made before further progress took place on the job.
- (8) No call for reinspection has been received to date.

With regard to the letter of Spring & Spring, we would point out that the Building Department has no knowledge whatsoever of a contract between the property owner and the firm of Better Home Remodelling, operated by Mr. Paul Frigstad.

May we also point out that neither the Building Department nor the Licence Department has any evidence whatsoever to support the inferences contained in the third paragraph of Spring's letter. The Building Department has rendered objections at various times against work done by Better Home Remodelling for use of poor building materials. The firm has always remedied the work and cleared the objections."

7. Re: Account of City of Vancouver
Burnaby Proportion of Expenses
Incurrd re Transit Fares

Submitted herewith is an Account from the City of Vancouver in the sum of \$8,550.20 being Burnaby's proportion of the expenses incurred re transit fare increases.

Burnaby's proportion is 14.2% of a total disbursement of \$60,212.70.

Since there has been no Resolution of Council concerning this Corporation's participation in the costs incurred in presenting a case against the transit fare increases, it is necessary to obtain Council's approval for payment.

8. Re: Allowances

Submitted herewith for your approval is the Municipal Treasurer's report covering applications received under Section 411 of the Municipal Act in the total amount of \$32.38.

It is recommended that the allowances as applied for be granted.

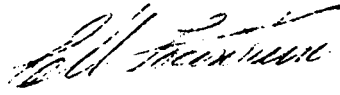
- 9. Submitted herewith for your information is the report of the Officer in Charge, Burnaby Detachment, R.C.M.P., covering the policing of the Municipality for the month of December, 1964.

.... Cont. Page 6.

Page 6.
REPORT NO. 2, 1965.
MUNICIPAL MANAGER
8 January, 1965.

10. Submitted herewith for your information is the report of the Chief Building Inspector covering the operations of his Department for the period from November 30th to December 31st, 1964.
11. Submitted herewith for your information is the report of the Chief Licence Inspector covering the operations of his Department for the month of December, 1964.
12. Submitted herewith for your information is the report of the Fire Chief covering the activities of his Department for the month of December, 1964.

Respectfully submitted,



H. W. Balfour
H. W. Balfour

HWB:Gr

Page 1 - SUPPLEMENTARY
REPORT NO. 2, 1965.
MUNICIPAL MANAGER
11 January, 1965.

13 Re: 1965 Northwest Roads and Streets Conference

The 1965 Northwest Roads and Streets Conference will be held in Seattle, Washington, at the University of Washington, on 27th, 28th and 29th of January.

Among the subjects to be discussed are Transportation and Planning for local areas, and Transportation and Planning for metropolitan areas.

Due to the importance of these subjects to this Municipality, the Planning Director has recommended that Mr. W. Scott of his department be sent to the Conference.

It is recommended that Mr. W. Scott be authorized to attend the 1965 Northwest Roads and Streets Conference at the University of Washington, Seattle, on 27th, 28th and 29th January.

14. Re: Golf Course Consultant

On October 21, 1964, the Commission discussed the problems of relocating the D.L. 137 Golf Course Site. It was pointed out that this matter was now in the hands of the Planning Department, and that alternative site proposals would be forthcoming for evaluation as soon as possible. The Commission was of the opinion that the assistance of a golf course consultant would be desirable at the time the final site selection was being made. They directed that the staff provide a list of competent consultants in this field, from which a selection would be made.

At the meeting of November 4, 1964, the Commission was provided with the names of seven consultants who had expressed interest in the project, and who were experienced in this field of work, with some detail on the background of each. The Commission selected three names for further consideration and interview (Ernie Brown, Philip Tattersfield and Associates, and C. E. Robinson and Associates).

The Chairman appointed a committee comprising Commissioners Herd, Stewart and the Parks Superintendent, to interview the three consultants and recommend its choice to the Commission.

The Committee interviewed Messers Brown and Tattersfield on November 14, and Mr. C. E. Robinson on November 21.

Following the interviews, information on the three prospective consultants was tabulated. This tabulation is submitted herewith.

A Report was then prepared (copy submitted herewith) and adopted by the Parks and Recreation Commission. It will be noted that the Committee recommended the appointment of Mr. E. E. Brown at a fee of \$7,500.00 per year, including supervision of construction. It has been calculated that the Consultant may be required for up to three years, representing a total cost of \$22,500.00.

The Parks and Recreation Commission seeks the approval of Council for the appointment of Mr. E. E. Brown as Consultant for the Golf Course to be built in the near future.

Page 2 - SUPPLEMENTARY
REPORT NO. 2, 1965.
MUNICIPAL MANAGER
11 January, 1965.

15. Re: Malvern-Imperial Sanitary Sewer Project #5

An easement is required in connection with the above sewer project as follows:

Owner - Eric Elon Erikson, 5937 Malvern Avenue, Burnaby 1, B. C.
Property - Portion of Block 25 as shown outlined in red on Plan filed in Land
Registry Office numbered 27530, D.L. 86, Group 1, Plan 1203, Save
and Except Part subdivided by Plan 12121, N.W.D.
Location of easement - 5937 Malvern Avenue, Burnaby 1, B. C.
Consideration - \$1.00 plus restoration of easement area.

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

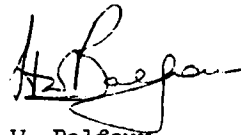
16. Re: Sperling-Halifax Sanitary Sewer Project 16/17

Easements are required in connection with the above sewer project as follows:

- (a) Owner - William Addison Akins, 2691 East 49th Avenue, Vancouver, B. C.
Property - Westerly 5' of South 132' of Lot 1, Block 2, D.L. 131, Group 1,
Plan 3052, Except the South 66' thereof, N.W.D.
Location of easement - 2121 Cliff Ave., Burnaby 2, B. C.
Consideration - \$1.00 plus restoration of easement area.
- (b) Owner - Bernhard Westman and Adelaide Westman, 1931 Cliff Ave., Burnaby 2, B.C.
Property - Portion of Lot 3 of the N $\frac{1}{2}$ of Lot 3, D.L. 131, Group 1,
Plan 7200, having a frontage of 40' on a street and a depth of
160' and adjoining Lot 2, N.W.D.
Location of easement - 1931 Cliff Avenue, Burnaby 2, B. C.
Consideration - \$1.00 plus restoration of easement area.

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

Respectfully submitted,



H. W. Balfour
MUNICIPAL MANAGER

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