

27 January, 1967.

REPORT NO. 6, 1967

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

Gentlemen:

Your Manager reports as follows:

1. Re: 512 Springer Avenue - Mr. H. Rabinovitch

Mr. Rabinovitch is now the owner of 512 Springer Avenue which is an Apartment Block.

This building contains space which was not designated for living space as the maximum number of suites permitted under the By-law was already allowed.

Mr. Rabinovitch applied for an addition of this area to create two more suites.

Planning examined the request very carefully, relating the new by-law to the old by-law to ascertain if there was any basis for approval of even one 400 sq. ft. bachelor suite to the existing development.

It is the policy of the Planning Department that an acceptable limit on exceeding the maximum allowed floor area is one which does not increase the maximum allowed floor area ratio when taken to three places of decimals. The addition of a 400 sq. ft. bachelor suite would increase the existing floor area to a point where it exceeds not only the maximum allowed floor area, but also the maximum allowed floor area ratio.

Therefore, in fairness to present developers who are bound by the existing regulations, the Planning Department could not grant approval to this proposal as it would constitute special consideration to an individual.

Mr. Rabinovitch has written to Council asking Council permission to finish two more suites, giving as reasons:

1. When buying he only looked at what was there - not the blue-prints.
2. The area of the building is satisfactory as to size and height for these suites.
3. Is paying close to \$3,000. taxes.
4. If cannot get the suites will have to raise the rents which are quite reasonable.

2. Re: 7826 Nursery Street - D.A. Luke

Mr. Luke owns the property known as 7826 Nursery Street. It is a large lot 94.5' x 186'.

On 13th September, 1966, their home was destroyed by fire. The Lukes then bought a 41' House Trailer, put it on the lot, and occupied it. Power is being taken from a Contractor's supply approved by the Building Department in anticipation of Mr. Luke rebuilding his home. The trailer was connected to the old septic tank.

In addition to the 41' Trailer, the Lukes have an 18' Trailer in which they store some of their belongings from the old house.

A District Health Inspector observed the situation on 10th November, 1966, and on 23rd November, 1966, an order to vacate the Trailer was issued, giving the Lukes 14 days from receipt of notice. Occupancy of the Trailer is in violation of Section 16 of By-law #3878, being "Burnaby Auto Court By-law". This restricts the occupancy of Trailers to Licensed Auto Courts.

.... Cont. Page 2.

(Item #2 - Re: 7826 Nursery Street - D.A. Luke cont.)

A Solicitor for the Lukes then asked for additional time for his clients which was tacitly granted but the premises were reinspected on 16th December, 1966. At this inspection it was found that the premises and the occupancy of the Trailer violated the Auto Court By-law, the Zoning By-law, the Health Act, and the Unsanitary and Untidy Premises By-law. In addition, there were four dogs on the premises in violation of the Kennel By-law.

No permission or approval was ever given by the Building Department or the Zoning Board of Appeal to locate a Trailer on this property for purposes of human habitation.

After the reinspection report dated 4th January, 1967, the Chief Building Inspector advised the Lukes that a renewal of the Electrical Permit could not be granted in view of the use of the service and that the B.C. Hydro was being asked to disconnect the service from the Utility's line. The letter also repeated to the Lukes that occupancy of the Trailer was in violation of the Zoning By-law and the Auto Court By-law.

The Lukes then came to see your Municipal Manager to plead their case for continuing occupancy of the Trailer. In order that the full circumstances could be available and to check the availability of any relief from the Order issued by the Health Department, your Municipal Manager suspended the Disconnect Order. The suspension is still in effect.

Your Municipal Manager is of the opinion that the Corporation has no legal method available to it to authorize occupancy of the Trailer. The Lukes were so informed and the Lukes then requested that their problem be placed before Council.

A building permit was issued 19th January, 1967, to Mr. Luke for construction of a new dwelling on his property.

It was learned that Mr. Luke will act as his own contractor for this construction and will hire and co-ordinate the various trades as they are required. It is anticipated the work will commence right away and it will take six months to build the house.

One of Mr. Lukes points was his financial situation and the other was the desirability of living on the site during construction of his new home.

3. Re: Controlled Burn-off of Peat Lands

There was a bad situation in 1965 when a fire developed in the peat in the Big Bend Area. It became a costly operation to overcome and during the course of the fire there was a serious smoke problem accompanied by an unpleasant odour.

Fire Chief Auvache proposes a controlled burn-off this year to prevent a recurrence of the 1965 experience. Such a burn-off would be done while the water content of the peat remains high so that only the surface bracken should burn. This would cause little smoke and no appreciable odour. The operation should take only two days.

The area to be burnt off is Municipal and C.N.R. property. When a check was made last year the C.N.R. was prepared to sign an Agreement permitting the burn-off on its property.

It is recommended that Council approve the proposed burn-off subject to the necessary consents being obtained.

4. Re: Asphalt Contract

The present contract with J. Cewe Ltd. to supply asphalt to this Corporation expires 28th February, 1967.

.... Cont. Page 3.

(Item #4 - Re: Asphalt Contract cont.)

The price in the current contract is \$4.18 per ton. Haul rates are:

Zone 1 -	\$0.89 / ton
Zone 2 -	0.98 / ton
Zone 3 -	1.09 / ton
Zone 4 -	1.18 / ton
Zone 5 -	1.28 / ton

A tender call was made in February 1964 for a 3-year contract. Six bids were received and J. Cewe Ltd. was awarded the contract.

J. Cewe Ltd. has made a proposal to extend the present contract over 1967, 1968 and 1969 as follows:

1967	\$4.18 per ton (same as existing contract).
1968 & 1969	\$4.18 per ton plus a percentage increase in proportion to any labour cost increase awarded their employees. For the purpose of any % calculation, the present price of \$4.18 per ton is assumed to have a labour content of \$1.25 and % labour increase would be applied to this figure.

For all three years - 1967, 1968, 1969 - the haul rates will remain the same as in the present contract:

Zone 1 -	\$0.89 / ton
Zone 2 -	0.98 / ton
Zone 3 -	1.09 / ton
Zone 4 -	1.18 / ton
Zone 5 -	1.28 / ton

Using an average haul rate of \$1.08/ton and asphalt at \$4.18/ton, our total average cost per ton is \$5.26 for 1967.

The Municipal Engineer recommends extending the contract as proposed by J. Cewe Ltd. giving these reasons:

1. Compared to other asphalt suppliers, the price is very good. Asphalt prices received on our three major road contracts this year were as follows:

Columbia Bitulithic - Imperial St.	\$6.48/ton
Winvan Construction - Walker St.	\$7.20/ton
Binnie Construction - Douglas Rd.	\$7.02/ton

compared to Cewe's proposed 1967 price of \$5.26/ton.

2. J. Cewe require no guarantee as to the quantity and ask only that all non-road contract asphalt be purchased from them; at the present level of slow-down of work, we would find it impossible to guarantee any quantity, which may be very little if the present tight money situation continues, or may be considerable if new work opens up.

Your Municipal Manager does not concur with the recommendation as it is not considered to be in the best interests of the Corporation to have any form of an open-end contract dependent upon wage negotiations over which it has no control. It is further considered to be inadvisable to enter into a long-term contract without benefit of competitive bids.

(Item #4 - Re: Asphalt Contract cont.)

The present situation with respect to a capital program is such, however, that a decision to extend the present contract for one year at the rate of \$4.18 per ton and with the same haulage rates as in the existing contract is quite justifiable and indeed desirable under the circumstances.

It is recommended that Burnaby renew its existing contract with J. Cewe Ltd. for the supply and laying of asphalt for a period of one year, ending 28th February, 1968. The rates are:

Asphalt -	\$4.18 per ton	
Hauling -	Zone 1 -	\$0.89 / ton
	Zone 2 -	0.98 / ton
	Zone 3 -	1.09 / ton
	Zone 4 -	1.18 / ton
	Zone 5 -	1.28 / ton

5. Re: Water Line to serve Timber Preservers Ltd, and Sidney Roofing

Council many months ago approved the looping of the water supply systems serving Timber Preservers Ltd. and the then Sidney Roofing Plant. The most urgent need was a secondary source of water for Sidney Roofing due to the interruptions of supply caused by trouble in the main through the peat.

A location was selected for the new main which required an easement through the property leased by T.P.L. from the C.N.R. and the acquisition of a right-of-way for the main with adequate protection to the Water Utility proved abortive.

Council was then asked to approve an alternative route for the line, which, while it had advantages, would have been more costly; would not have been much assistance to T.P.L.; and would have lessened the protection to Sidney Roofing but not in a critical area. Council accepted the alternative route on Wiggins.

This immediately revived interest in the original route, and because of its advantages, negotiations were reopened for the acquisition of the desired right-of-way.

This was eventually accomplished. To take advantage of favourable working conditions in the area the main was installed, thus providing the desired protection. The disastrous experience in New Westminster also encouraged quick action for construction once the terms of the right-of-way were agreed upon. Incidentally the main was put in at considerably less cost than the original estimate.

C.N.R. and Timber Preservers Ltd. have now completed the Agreement for the right-of-way for the water main. Consideration is \$1.00 and the Agreement fully protects the Utility against forced removal or relocation of the main for any reason. T.P.L. becomes responsible for a portion of all such resulting costs on a reducing scale related to the age of the main at such time as the costs are incurred.

It is recommended that the Council authorize the Reeve and Clerk to execute the Agreement on behalf of the Corporation.

Respectfully submitted,



H.W. Balfour
MUNICIPAL MANAGER

HWB:at

6. Re: Acquisition of easements - Sanitary Sewer Projects

Easements are required in connection with the undernoted Sanitary Sewer Projects as follows:

(i) Sullivan Heights Sanitary Sewer Extension

Owner - W.E. Dempsey & Co. Ltd., 26 Lorne Street, New Westminster, B.C.
Property - West 20 feet, East 161 feet of Parcel 7, (Expt. P1 12734)
of Parcel "A" of the South Half of D.L. 8, Group 1, NWD.
Location of easement - 2689 North Road, Burnaby 3, B.C.
Consideration - \$1.00 plus restoration of the easement area.

(ii) Oakalla Sanitary Sewer Area #21

- (a) Owner - Solomon French and Gladys Edith French, 5362 Oakland Street, Burnaby 1, B.C.
Property - West 10 feet Lot 11, Block "B", D.L. 94, Group 1, Plan 1426A, NWD.
Location of easement - 5362 Oakland Street, Burnaby 1, B.C.
Consideration - \$1.00 plus restoration of the easement area.
- (b) Owner - Sylvia Margaret House, 6289 Denbigh Avenue, Burnaby 1, B.C.
Property - West 10 feet Lot 14, Block 3, D.L. 94, Group 1, Plan 1117, NWD.
Location of easement - 6289 Denbigh Avenue, Burnaby 1, B.C.
Consideration - \$1.00 plus restoration of the easement area.
- (c) Owner - John Casper Lund and Bernice Beatrice Lund, 6269 Denbigh Avenue, Burnaby 1, B.C.
Property - West 10 feet Lot 15, Block 3 of Part of D.L. 94, Group 1, Plan 1117, NWD.
Location of easement - 6269 Denbigh Avenue, Burnaby 1, B.C.
Consideration - \$25.00 plus restoration of the easement area.
Amount includes compensation for loss of an old fence.

(iii) Burnaby Hospital Sewer Area #20

- (a) Owner - Donald Willis Jackson and Kathleen Patricia Jackson, 4075 Forest Street, Burnaby 1, B.C.
Property - Portion of Lot "H" as shown outlined in red on plan filed in L.R.O. under #29646, Block 1, D.L. 39 E $\frac{1}{2}$, Plan 15691, except the E. 60' thereof.
Location of easement - 4075 Forest Street, Burnaby 1, B.C.
Consideration - \$1.00 plus restoration of the easement area.
- (b) Owner - Leslie Coons and Leithia Coons, 4074 Forest Street, Burnaby 1, B.C.
Property - South 5' Lot 19, Block 1 of Block 2 of the E $\frac{1}{2}$ of D.L. 39, Group 1, Plan 16292, NWD.
Location of easement - 4074 Forest Street, Burnaby 1, B.C.
Consideration - \$1.00 plus restoration of the easement area.
- (c) Owner - Gordon Owens and Isobel Owens, 4075 Spruce Street, Burnaby 1, B.C.
Property - North 5' Lot 25, Block 2, D.L. 39, Group 1, Plan 16292, NWD.
Location of easement - 4075 Spruce Street, Burnaby 1, B.C.
Consideration - \$1.00 plus restoration of the easement area.
- (d) Owner - Vera Hope Jones, 324 N. Boundary Road, Burnaby 1, B.C. and Deane L. Jones, 4063 Spruce Street, Burnaby 1, B.C.
Property - North 5' Lot 16 of Lot 1, Block 2 of D.L. 39, Group 1, Plan 1436, except the West 10' thereof, NWD.
Location of easement - 4063 Spruce Street, Burnaby 1, B.C.
Consideration - \$1.00 plus restoration of the easement area.

It is recommended that authority be granted to acquire the above easements and that the Mayor and Clerk be authorized to execute the necessary documents in behalf of the Corporation.

7. Re: Oakalla Sanitary Sewer Project No. 21

Five tenders have been received for construction of the above mentioned project.


The project consists of supply of materials and installation of approximately:

- (a) 15,600 feet of 8", 10" and 12" diameter sewer mains
- (b) 2,400 feet of 18" diameter sewer mains on piles
- (c) 6,300 vertical feet of piling
- (d) 250 connections

The tenders were opened in the presence of Mr. V.D. Kennedy, Senior Design Engineer; Mr. R.J. Constable, Purchasing Assistant; Mr. R. Dick from Associated Engineering Services Ltd., and representatives of the firms tendering. Tabulation of tenders attached hereto.

It is recommended that the lowest tender from H.B. Contracting Ltd. for their non haul-out alternate price of \$293,751.80 be accepted.

Respectfully submitted,



H.W. Balfour,
MUNICIPAL MANAGER

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It is recommended that the lowest tender from H.B. Contracting Ltd. for their non haul-out alternate price of \$293,751.30 be accepted.

Respectfully submitted,



H.W. Balfour,
MUNICIPAL MANAGER

HWB:at
Attch.