

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 8989

A BYLAW to ratify an Agreement between the City of Vancouver and The Corporation of the District of Burnaby concerning the widening and improvement of Boundary Road from Thurston Street to Fir Street

WHEREAS section 616 of the Municipal Act provides that all highways forming the boundary or part of the boundary between municipalities shall be opened, maintained, kept in repair and improved by the municipalities of which they form such boundary;

AND WHEREAS Boundary Road forms the boundary between the City of Vancouver and the District of Burnaby;

AND WHEREAS the City of Vancouver and the District of Burnaby deem it advisable and in the public interest to widen and improve Boundary Road between Thurston Street and Fir Street;

AND WHEREAS the Agreement made by the City of Vancouver and the District of Burnaby for the said purpose is not valid until ratified by Bylaws adopted by a vote of not less than two-thirds of all the members of each Council and no such Bylaws shall come into effect until approved by the Minister of Municipal Affairs;

NOW THEREFORE the Council of The Corporation of the District of Burnaby ENACTS as follows:

1. This Bylaw may be cited as BURNABY BOUNDARY ROAD WIDENING BYLAW 1988.
2. The Council of The Corporation of the District of Burnaby is hereby authorized and empowered to enter into an

Agreement in writing and under seal with the City of Vancouver to improve and widen Boundary Road from Thurston Street to Fir Street in the form annexed hereto as Schedule "A" and forming part of this Bylaw.

3. The Council does hereby ratify the said Agreement annexed hereto as Schedule "A".

Read a first time this 25th day of APRIL 1988

Read a second time this 25th day of APRIL 1988

Read a third time this 25th day of APRIL 1988

Received the approval of the MINISTER OF MUNICIPAL AFFAIRS  
this 20th day of JUNE 1988

RECONSIDERED AND ADOPTED by a vote of not less than two-thirds  
of all the members of Council this 12th day of DECEMBER 1988

  
MAYOR

  
DEPUTY MUNICIPAL CLERK

THIS AGREEMENT made as of the 29th day of March, 1988

BETWEEN:

CITY OF VANCOUVER, a municipal corporation,  
of 453 West 12th Avenue, Vancouver, British  
Columbia, V5Y 1V4

(hereinafter called "Vancouver")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF BURNABY,  
a municipal corporation, of 4949 Canada Way,  
Burnaby, British Columbia, V5G 1M2

(hereinafter called "Burnaby")

OF THE SECOND PART

WHEREAS:

- A. Boundary Road is located along the north/south boundary line between Vancouver and Burnaby;
- B. Burnaby and Vancouver consider it to be in their mutual interests that that portion of Boundary Road between North Vanness Avenue (Thurston Street) and 29th Avenue (Fir Street) and a portion of a street known as Wellington Avenue situated between Boundary Road and Hoy Street be widened and improved.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto hereby covenant and agree as follows:

1. Vancouver will carry out the design and construction of Boundary Road from 29th Avenue (Fir Street in Burnaby) to Monmouth Street on the west side of Boundary Road and to Price Street on the east side of Boundary Road in accordance with the plan attached hereto as Schedule "A" (Vancouver City Engineering Department Drawing No. YYD-755A-5 "Boundary Road Paving, North Vanness to 29th Avenue").
2. Burnaby will carry out design and construction of Boundary Road from Monmouth Street on the west side of Boundary Road and Price Street on the east side of Boundary Road to Thurston Street (North Vanness in Vancouver), in accordance with the plan attached hereto as Schedule "A" (Vancouver City Engineering Department Drawing No. YYD-755A-5 "Boundary Road Paving, North Vanness to 29th Avenue") and will carry out design and construction of the Wellington Avenue

works in accordance with the plan attached hereto as Schedule "B" (Vancouver Engineering Department Drawing No. YC-287A "Wellington Avenue at Boundary Road - Relocation of Intersection").

3. Unless otherwise herein provided, the following items only shall be cost shared in accordance with the provisions of this agreement:

- (a) the roadway, curbs and gutters, and traffic islands (including landscaping and trees)
- (b) concrete sidewalks, grass boulevards, boulevard trees, and landscaping restoration;
- (c) lighting standards and electrical wiring connecting thereto from Vancouver or Burnaby services;
- (d) necessary traffic control measures, including but not limited to signals (and associated wires and ducts), signs, paint markings and warning flashers;
- (e) required drainage facilities;
- (f) relocation of utilities to facilitate construction of the Project;
- (g) retaining walls that are required to support a difference in grade between the boulevards and the abutting private property in the section between Price Street and North Vanness Avenue, and elsewhere where mutually agreed upon in writing by Vancouver's City Engineer and Burnaby's Director Engineering); and
- (h) traffic islands (and modifications thereto) and traffic signal within the intersection of 29th Avenue and Boundary Road.

4. The works described in clause 3 above, in and through the street areas referred to in recital B above, are herein collectively called the "Project". Vancouver and Burnaby mutually agree to share in the costs of the Project on a 50/50 basis. For the purposes of this agreement, costs include design, surveying, inspection and similar administrative overhead charges normally charged by a municipality to a project of this type.

Vancouver and Burnaby mutually agree to promptly and properly apply for Provincial revenue sharing for their respective

sections and to do all that is required to obtain the same. If revenue sharing is calculated or given in respect of the Project as a whole as opposed to the portions of the Project to be designed and constructed by Vancouver and Burnaby, then the Provincial revenue sharing shall be allocated 50/50 to Vancouver and Burnaby.

5. Vancouver and Burnaby mutually agree to share (on a 50/50 basis) in the purchase price of the properties that are required for the realignment of Wellington Avenue at Boundary Road.

6. Following completion of the Project in their respective sections, Vancouver and Burnaby will ensure that they (or their respective contractors) repair any defects that become evident in the construction within a period of twelve months. Such repairs will not be shareable on a 50/50 basis; the costs of such repairs will be the responsibility of whichever party was responsible for the construction of that part of the Project.

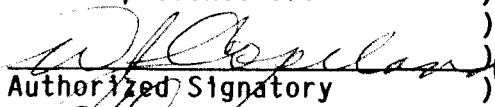
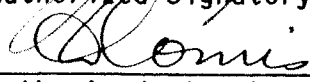
7. Vancouver and Burnaby agree to cooperate fully, the one with the other, to execute all such documents and do all such things as required in order to more fully perfect the intention of this agreement.

8. This agreement shall come into force and be of effect following the passage of ratification by-laws by each of Vancouver and Burnaby and the subsequent approval by the Ministry of Municipal Affairs. If the said by-laws and the said approval are not given on or before March 29, 1989, this agreement shall be null and void.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

The Common Seal of the )  
CITY OF VANCOUVER )  
was hereunto affixed )  
in the presence of: )  
)  
\_\_\_\_\_)  
Authorized Signatory )

C/S

The Common Seal of )  
THE CORPORATION OF THE )  
DISTRICT OF BURNABY )  
was hereunto affixed )  
in the presence of: )  
)  
 )  
Authorized Signatory )  
 )  
Authorized Signatory )  
"DEPUTY MUNICIPAL CLERK" )

C/S

(5935L/284L)