

RE: BOUNDARY ROAD CONSTRUCTION

MUNICIPAL MANAGER'S RECOMMENDATION:

1. *THAT the recommendation of the Director Engineering be adopted.*

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TO: MUNICIPAL MANAGER 84 01 25
FROM: DIRECTOR ENGINEERING
SUBJECT: BOUNDARY ROAD CONSTRUCTION

RECOMMENDATIONS:

1. THAT the Municipal Solicitor be directed to bring forward a Bylaw for Council's consideration to authorize ratification of the Agreement between the City of Vancouver and the Corporation of the District of Burnaby for the construction and maintenance of Boundary Road between Kingsway and Imperial.
2. THAT the Municipal Solicitor be directed to bring forward a Capital Works Machinery and Equipment Reserve Fund Bylaw in the amount of \$610,000 being Burnaby's estimated share of the construction cost of Boundary Road between Kingsway and Imperial.

BACKGROUND:

This section of Boundary Road was to be a Revenue Sharing Fund project with the cost shared between the Province 50%, the City of Vancouver 25%, and Burnaby 25% but the original application was rejected by the Province because of lack of funds. The City of Vancouver (acting as Project Managers) appealed the Provincial decision with a request that surplus funds from Revenue Sharing projects in Vancouver be transferred to this project. The Province approved the funds transfer on the condition that the transferred funds would retain their original expiry dates of 1984 March 31.

REPORT:

- A. Agreement and Bylaw under Section 237 of the Municipal Act.

Section 237 of the Municipal Act stipulates that an Agreement entered into to jointly exercise a power conferred by the Act is not valid until ratified by a Bylaw adopted by a vote of not less than two-thirds of all members of the Council. An Agreement satisfactory to both the City Solicitor for Vancouver and Municipal Solicitor for Burnaby has been drawn to cover the construction and maintenance of the section of Boundary Road between Kingsway and Imperial (Attachment I). This new Agreement was modeled after, and is very similar to, the Agreement between Burnaby and Vancouver for the section of Boundary Road between Imperial Street and Marine Way.

It is proposed that Burnaby's share of the construction cost will be funded by borrowing from the Capital Works Machinery and Equipment Fund; a Bylaw is required to effect this funding. It is estimated that the works, both shared and unshared, interim financing, and a reasonable contingency, is \$610,000 before recovery from the Province. Unexpended funds remaining after all authorized expenditures have been made will be returned to the credit of the Reserve Fund.

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CONCLUSION:

Both Bylaws require an affirmative vote of at least two-thirds of all members of the Council and the approval of the Minister of Municipal Affairs. This approval will be sought after three readings of the Bylaws by Council.

Funds for the project were itemized in the 1983 Capital Budget under Code 16-08, Major Roads.


DIRECTOR ENGINEERING

VMT:sp
Attach.

cc: () Municipal Solicitor
() Director Finance

THIS AGREEMENT made the day of , 1984.

BETWEEN:

CITY OF VANCOUVER, of 453 West 12th Avenue,
in the city of Vancouver, Province of
British Columbia,

(hereinafter called "Vancouver")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF
BURNABY, of 4949 Canada Way, in the
municipality of Burnaby, Province of
British Columbia,

(hereinafter called "Burnaby")

OF THE SECOND PART

WHEREAS Boundary Road is located upon the north/south
boundary line between Vancouver and Burnaby;

AND WHEREAS Burnaby and Vancouver consider it to be in
their mutual interests that the existing Boundary Road between
Imperial Street and Kingsway be widened and improved;

NOW THEREFORE the parties hereto, in consideration of the
covenants and agreements contained herein, mutually covenant and agree
as follows:

1. Vancouver will carry out construction of Boundary Road
substantially in accordance with the plan attached hereto as Schedule
"A" and, so far as they apply to the Project as defined herein, City
of Vancouver construction contract document 8311 and the plans and
specifications included therein, or such amended plans, specifications
and contracts as may be agreed upon in writing by Vancouver's City
Engineer and Burnaby's Director of Engineering.
2. Unless otherwise specifically provided for or excepted,
Boundary Road for the purpose of this agreement shall mean that
portion of the street known as Boundary Road situated between Imperial
Street and Kingsway, and the following items shall constitute the
"Project" for the construction of Boundary Road:

(a) the roadway, curbs and gutters, and traffic islands,

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- (b) a concrete sidewalk on the west side from Imperial to a point 130 m. north of Imperial, concrete connector sidewalks at all intersections, and a gravel screenings walkway on the east side,
- (c) lighting standards and electrical wiring connecting thereto from Vancouver or Burnaby services,
- (d) necessary traffic control measures including but not limited to signals, signs, paint markings and warning flashers,
- (e) required drainage facilities,
- (f) relocation of utilities to facilitate construction, and
- (g) removal and pruning of trees and standard boulevard restoration.

3. Burnaby agrees to share the costs of the Project as follows:

- (a) pay to Vancouver fifty per cent (50%) of the cost of construction of the Project, and
- (b) pay to Vancouver fifty per cent (50%) of all maintenance costs for the Project (hereinafter called the "maintenance costs").

4. For the purpose of paragraph 3 the cost of the Project shall include costs incurred by Burnaby as may be agreed to by Vancouver, and Burnaby may set off fifty per cent (50%) of such costs against payment referred to in 3(a), and any funds received by Vancouver from the Provincial Government in respect to the construction of the Project shall be applied to Project construction costs unless otherwise provided for in the grant.

5. Maintenance work upon the Project shall be carried out by Vancouver until January 1, 1986. After January 1, 1986, the parties shall mutually agree upon the procedure for maintaining the Project PROVIDED THAT until agreement is reached maintenance shall continue to be carried out in accordance with paragraph 3(b) of this agreement, and if the parties do not reach agreement either party may proceed pursuant to Section 617 of the Municipal Act to request the Minister of Highways to determine the apportionment of costs for maintenance.

6. Maintenance expense shall include operation and maintenance of the Project as described in paragraph 2 and shall be to a standard customarily applied to arterial streets in the City of Vancouver but shall not include

- (a) utilities under the Project except for the street drainage system and the wiring forming part of the street lighting system, and
- (b) fences, barriers, retaining walls, landscaping, grading of berms and sidewalks.

7. The cost of maintenance shall be calculated by including the following:

- (a) labour based on actual costs plus fringe benefits for time worked upon the Project,
- (b) material and equipment used on the Project, and
- (c) normal overhead charges.

8. Vancouver agrees that, in consideration of the payment by Burnaby of the overhead charges referred to in paragraph 7(c) it will be responsible for the legal liability for cost, expenses, damages or claims for compensation for bodily injury or property damage arising out of its ownership, and maintenance or lack of it of the Project to the extent of five million dollars (\$5,000,000) for all claims arising out of any single occurrence AND Vancouver and Burnaby mutually agree that they will share equally the cost, expense, damage or claims for compensation in excess of the aforementioned five million dollars (\$5,000,000). PROVIDED THAT the limit of five million dollars shall be deemed to be increased to an amount equal to the amount of indemnity provided by Vancouver's insurers in respect to a claim referred to in this paragraph. For the purpose of this paragraph the word "occurrence" shall mean an accident or unexpected event or happening or a continuous or repeated exposure to injurious conditions which results in personal injury or damage to or destruction of property by Vancouver or by any of Vancouver's servants, employees or agents.

9. Vancouver agrees that it will not close the portion of Boundary Road within the Project, except in the case of emergency road construction or maintenance, without the consent of Burnaby, such consent not to be unreasonably withheld but may be granted upon terms agreed upon by the parties hereto.

